

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 14

**Date:** November 4, 2009

**Subject:** Draft Santa Ana Regional Water Quality Control Board (SARWQCB) National Pollutant Discharge Elimination System (NPDES) MS4 Permit

**Recommendation:\*** 1. Approve SANBAG participation with the County of San Bernardino to request changes to the draft Santa Ana Regional Water Quality Control Board (SARWQCB) National Pollutant Discharge Elimination System (NPDES) MS4 Permit.

2. Approve up to \$10,000 contribution towards scientific water quality studies to support the response to the draft MS4 permit from the Council of Governments New Initiatives (TN 49010000).

**Background:** In order to comply with the National Pollutant Discharge Elimination System (NPDES) program, the SARWQCB issues waste discharge requirements for Municipal Separate Storm Sewer Systems (MS4's) every 5 years. The current MS4 draft is the fourth generation of this permit. The draft permit for the next generation includes several conditions that are potentially significant to SANBAG and its members.

The draft permit includes new requirements to incorporate low impact development, Smart Growth principles and New Urbanism with incentives for high density development. These requirements for high density will erode local land use authority and have a major influence on regional transportation planning.

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*Approved*  
*Board of Directors*

*Date:* November 4, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

The permit also requires the preparation of a Watershed Action Plan, with provisions to preserve existing hard and soft bottom channels and flood plains, narrowing city streets and providing alternatives to minimum parking requirements. The permit goes on to mandate that general plans and zoning documents be changed within 18 months to reflect these and other new requirements.

Other items included in the permit that are of concern are:

- Requires zero storm water discharge from a project site. This requirement mandates a zero discharge for most rainfall events requiring water to be infiltrated, reused on-site or evaporated into the air. The current permit requires the storm water to be treated before it is discharged.
- For roadway projects of 5,000 square feet or more, a Water Quality Management Plan will now be required, adding an extra burden to small public works projects.
- Includes numeric limits for Total Dissolved Solids (TDS) and Total Inorganic Nitrogen (TIN) for direct dry weather discharges as noted in the Basin Plan rather than narrative BMP-based requirements.

A fact sheet providing additional information on the draft MS4 permit is attached.

The San Bernardino County Flood Control District (SBCFCD) is the agency entering into an agreement with the Santa Ana Water Quality District, with the local agencies as co-permittees. SANBAG is not a co-permittee. SBCFCD, as the agency that would be the signatory on the new agreement has completed a review of the proposed MS4 permit and drafted a response with suggested changes and concerns.

SANBAG staff has reviewed and concurs with SBCFCD draft response and recommends that SANBAG support and participate with SBCFCD in having these concerns heard. To support our position there may be a need to have some technical studies completed. Staff recommends that an amount not to exceed \$10,000 is contributed for the completion of these studies. The funds will be provided by the Council of Government New Initiative fund.

- Financial Impact:*** Approval of this item will release funds from the Council of Government New Initiatives (TN 49010000) in the amount of \$10,000.
- Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 15, 2009. This item was discussed at the SANBAG Transportation Technical Advisory Committee on October 5, 2009 and the City Managers meeting on October 22, 2009.
- Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

Santa Ana Regional Water Quality Control Board  
MS4 Permit Renewal

**FACT SHEET**

The Santa Ana Regional Water Quality Control Board (RWQCB) has released a draft municipal MS4 Permit for storm water. The draft permit has several new requirements that may impact SANBAG and its members. They are summarized as follows:

- Low Impact Development – the RWQCB is requiring Watershed Action Plans (WAP) that dictate planning, land use and zoning processes. It requires the “incorporation of low impact development techniques including Smart Growth principles and New Urbanism and incentives for high density and vertical density projects.” In addition, the WAP will require “preservation of existing unarmored or soft-armored drainages and flood plains into new development and redevelopment plans.” The RWQCB goes on to require that general plans and zoning documents be changed to reflect these new requirements. These requirements will dictate local land use authority in the cities and the County.
- According to the MS4 draft, Low Impact Development includes various elements that have traditionally been rejected by local municipalities due to safety and maintenance concerns, including:
  - allowing “natural drainage systems for street construction and catchments with no drainage pipes and allowing grassy swales and ditches where feasible”
  - “Reducing curb requirements”
  - “Amending land use/building codes to allow streets with no curbs and parking lots with no stop blocks to allow storm water to drain to landscaped areas.”
  - Building “narrow streets, alternatives to minimum parking requirements.”
- The draft permit mandates a zero discharge for most rainfall events requiring water to be infiltrated, reused on-site or evaporated into the air. If this is not achievable, a project must mitigate through land off-site and with an in-lieu fee. This will require the incorporation of new techniques, additional financial burdens on a landowner, and potential maintenance issues.
- The draft permit includes a new “road project” category. For roadway projects of 5,000 square feet or more, a Water Quality Management Plan will now be required, adding an extra burden to small public works projects.

- The draft permit includes TMDL-based numeric limits for Total Dissolved Solids (TDS) and Total Inorganic Nitrogen (TIN) for direct dry weather discharges as noted in the Basin Plan rather than narrative BMP-based requirements. These numeric limits are not currently achievable. Once numeric limits are incorporated into a permit, the EPA anti-backsliding rule makes it almost impossible to reduce or eliminate the numeric limits in the future, making it foreseeable that the cities and county will be in violation of the standards, requiring the RWQCB to take some kind of enforcement action.
- The MS4 also has a requirement that co-permittees ensure that discharges from areas not under their jurisdiction, such as a Caltrans facility, “do not cause or contribute water quality standards violations.” That would mean that Caltrans and SANBAG would be subject to the San Bernardino MS4 permit requirements in order to drain to a municipal storm drain system
- The draft permit also requires the early preparation of a project-specific Water Quality Management Plan (WQMP) for projects that will require Section 401 Certification. This is being done to essentially allow the 401 regulator to modify a project before it gets all of its final CEQA approvals, again dictating land use. The County comment appropriately notes that an approved WQMP should suffice for the issuance of a 401 Certification.

The County of San Bernardino has prepared a detailed response to the draft permit and the San Bernardino Building Industry Association is seeking funding to complete additional scientific studies to refute the need for zero run-off policy and instead allow for a menu of Low impact Development techniques, including flow-through BMPs.

It will be important for SANBAG and its members to support the County of San Bernardino comments, which include requesting removal of draconian requirements of the draft permit and consider assisting with funding of scientific studies in order to demonstrate that more flexibility for treatment of water is better for the environment than a one size fits all policy. In the current economic climate, many of the measures in the MS4 Permit will limit new development and redevelopment and will require all cities and the county to revise all of its zoning documents within 18 months – a costly endeavor even without the political issues associated with higher density development.

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
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## *Minute Action*

### AGENDA ITEM: 15

**Date:** November 4, 2009

**Subject:** Contract Amendment No. 1 to Contract C08137 with CH2M HILL for Design and Environmental Services for the Palm Avenue Grade Separation Project

**Recommendation:\*** Approve Amendment No. 1 to Contract C08137 with CH2M HILL for PS&E engineering services and NEPA environmental services for the Palm Avenue Grade Separation Project for an additional not to exceed amount of \$1,944,472 plus \$194,000 for contingencies, increasing the total not to exceed total contract value including contingencies to \$2,798,040.48.

**Background:** **This is an amendment to an existing contract.** In October 2008, the SANBAG Board of Directors approved a contract with CH2M HILL for professional services for the Project Approval and Environmental Document (PA/ED) Phase for the Palm Avenue Grade Separation with the BNSF Railroad tracks Project in the City of San Bernardino. The scope of work included preliminary design and environmental services to demonstrate compliance with the California Environmental Quality Act (CEQA). The contract contained a provision to allow the addition of PS&E services at a later date at SANBAG's discretion. The total amount for the original contract was \$659,568.48 including a contingency amount.

Based on acceptable services to date by the consultant, staff recommends amending this existing contract in lieu of soliciting new proposals for the next project phase.

Final PS&E approval is planned for late 2010 and final Right-of-Way certification and award of a construction contract is scheduled for 2011. Approval of this

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*Approved  
Board of Directors*

*Date:* November 4, 2009

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

amendment will allow the project to advance into the next project phase and meet the project schedule milestones.

In May 2009, the project was federalized with an earmark of approximately \$1.6 million in SAFETEA-LU funds that were programmed for construction. Use of federal funding on this project required obtaining NEPA environmental clearance. Because the original contract and scope only included environmental services specific to CEQA requirements, this amendment will allow CH2M HILL to perform additional environmental studies that are required by NEPA. In addition, the scope of work in this amendment also includes tasks to obtain environmental permits that are required prior to construction.

A scope of work and cost proposal was submitted to SANBAG by CH2M HILL for NEPA and PS&E professional services. After reviews and subsequent negotiations, SANBAG staff is recommending the attached scope of work and cost proposal for SANBAG board approval. The contract amount for PS&E engineering services is \$1,689,768 and the contract amount for NEPA environmental services is \$182,542.

This amendment also includes scope and cost for additional work related to the PA/ED phase. Work beyond the scope of the original contract was identified as part of preliminary engineering requirements. The contract amount for this work is \$72,162.

The contract amount being requested in this amendment is \$1,944,472 plus a contingency of \$194,000 for a total of \$2,138,472.

**Financial Impact:** This item is consistent with the FY 2009/2010 budget. NEPA and PS&E professional services will be funded by Measure I and Developer Impact Fees from the City of San Bernardino.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 15, 2009. SANBAG Counsel has reviewed and approved the amendment as to form.

**Responsible Staff:** Garry Cohoe, Director of Freeway Construction

**SANBAG Contract No. C08137-1**

by and between

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

and

**CH2M HILL**

for

**NEPA and PS&E Professional Services for the Palm Avenue/BNSF Grade Separation Project****FOR ACCOUNTING PURPOSES ONLY**

|   |                         |   |   |
|---|-------------------------|---|---|
| <input checked="" type="checkbox"/> Payable | Vendor Contract # _____ | Retention:  | <input type="checkbox"/> Original             |
| <input type="checkbox"/> Receivable         | Vendor ID CH2MH         | <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Amendment |

Notes:

|                     |                      |  |                        |
|---------------------|----------------------|--|------------------------|
| Original Contract:  | \$ <u>599,607.71</u> | Previous Amendments Total:             | \$ <u>0</u>            |
|                     |                      | Previous Amendments Contingency Total: | \$ <u>0</u>            |
| Contingency Amount: | \$ <u>59,960.77</u>  | Current Amendment:                     | \$ <u>1,944,472.00</u> |
|                     |                      | Current Amendment Contingency:         | \$ <u>194,000.00</u>   |

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 2,798,040.48**

↓ Please include funding allocation for the original contract or the amendment.

| Task  | Cost Code | Funding Sources        | Grant ID | Amounts                |
|-------|-----------|------------------------|----------|------------------------|
| 8741  | 5554      | Measure I              | i300     | \$ <u>1,826,255.09</u> |
| 8741  | 5554      | City of San Bernardino | 08202    | \$ <u>312,216.91</u>   |
| _____ | _____     | _____                  | _____    | \$ _____               |
| _____ | _____     | _____                  | _____    | \$ _____               |

|  |                |                 |                |               |                |
|--|----------------|-----------------|----------------|---------------|----------------|
| Original Board Approved Contract Date: | <u>10/1/08</u> | Contract Start: | <u>10/1/08</u> | Contract End: | <u>10/1/09</u> |
| New Amend. Approval (Board) Date:      | <u>11/4/09</u> | Amend. Start:   | <u>11/4/09</u> | Amend. End:   | <u>11/4/11</u> |

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

|                             |   |  |                        |
|-----------------------------|---|--|------------------------|
| Approved Budget Authority → | Fiscal Year: <u>09/10</u><br>\$ <u>459,600.00</u> | Future Fiscal Year(s) –<br>Unbudgeted Obligation → | \$ <u>1,678,872.48</u> |
|-----------------------------|---|--|------------------------|

Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 87410If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes \_\_\_\_\_ %Task Manager: Garry CohoeContract Manager: Dennis Saylor

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: C08137  
TN87410000

**AMENDMENT NO. 1**

**CONTRACT NO. C08137**

**Agreement By And Between**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**and**

**CH2M HILL**

This AMENDMENT No. 1 to CONTRACT No. C08137 entered into this 4<sup>th</sup> day of November, 2009 by and between the firm of CH2M HILL (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, AUTHORITY, under Contract No. C08137, has engaged the services of CONSULTANT to provide professional services for preliminary engineering and environmental services; and

WHEREAS, the parties hereto desire to amend the aforesaid Contract to include additional work preparing plans, specifications, and estimates and additional environmental services.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and AUTHORITY do hereby agree as follows:

1. The Contract scope of services is hereby amended to also include additional work for preparing plans, specifications, and estimates and additional environmental services as described in Exhibit 1, Scope of Service of this Amendment which is hereby incorporated into the Contract.
2. The not-to-exceed cost of Contract No. C08137 shall be increased by \$1,944,472 , plus \$194,000 for contingencies, for a new not-to-exceed total Contract amount of \$2,798,040.48. The costs shall include all work performed by subconsultants, and all overhead costs and fees for CONSULTANT and subconsultants, as detailed in Exhibit 1, Total Estimated Contract Cost, of this Amendment.
3. Article 2 Performance Schedule and Force Majeure Paragraph 2.1 shall be amended to extend the Period of Performance by CONSULTANT to terminate on November 2, 2011 to allow completion of the work as described in Contract No. C08137 and in this amendment.
4. Except as amended by this Amendment, all other provisions of Contract No. C08137 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

**CH2M HILL, Inc.**

By: \_\_\_\_\_  
Farshad Farhang  
Principal in Charge

Date: \_\_\_\_\_

**San Bernardino Associated Governments**

By: \_\_\_\_\_  
Paul M. Eaton, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

**EXHIBIT 1**

**Scope of Services and**  
**Total Estimated Contract Cost**

**FOR**

**AMENDMENT NO. 1**

**CONTRACT NO. C08137**

**Agreement By And Between**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**and**

**CH2M HILL**

EXHIBIT 1  
**Scope of Services for Contract No. C08137 Amendment 1**

**SCOPE OF SERVICES**

*100        GENERAL*

**110    Overview**

The San Bernardino Associated Governments (SANBAG), in cooperation with the City of San Bernardino, will utilize the services of CONSULTANT to provide preliminary engineering and environmental services (PA&ED) for a new grade separation between the Burlington Northern and Santa Fe Railroad (hereafter known as "BNSF") lines and Palm Avenue in the City of San Bernardino, California.

Coordination of CONSULTANT, SANBAG, and City of San Bernardino (hereafter known as "City"), will be accomplished through a CONSULTANT Project Manager, a SANBAG Contract Manager or his designee, and a City Project Manager.

The SANBAG Contract Manager for this Contract shall be:

SANBAG's Director of Freeway Construction

CONSULTANT shall be required to perform the professional and technical engineering services necessary to provide preliminary engineering, environmental services (PA&ED), final design and right of way support services for the project.

**120    Project Location and Description**

This project proposes to construct a roadway and railroad track grade separation between the BNSF lines and Palm Avenue in the City of San Bernardino.

The Project will require an alternative grade separation feasibility study (Project Report) and environmental clearance (ED). It is anticipated that the overall project design will be executed in two phases. The first phase will be a conceptual design and field review, which will include environmental activities and evaluations. The second phase will be final design and right of way support, which will include the preparation of plans, specifications, and estimates (PS & E) for a construction bid package.

*200    APPLICABLE STANDARDS*

All plans, specifications and estimates shall be prepared in accordance with City of San Bernardino Standard Drawings and Specifications, the Standard Specifications for Public Works Construction (SSPWC), State of California Department of Transportation State Standard Special Provisions and Standard Specifications

(SSPs) and the "Caltrans Highway Design Manual".

1. Roadway design shall be in accordance with the "Caltrans Highway Design Manual" and the City Standard Drawings. All dimensions shall be in English Units, not metric units. Where there are conflicts in applicability of English or metric Units, the Engineer shall utilize whichever method is deemed necessary to complete the work, but shall secure approval from SANBAG prior to executing any affected work.
2. Roadway, water, sewer, lighting, signal, landscape, traffic striping and signage, traffic control, erosion control and drainage plans shall be prepared on City standard plan and profile sheets.
3. Specifications shall be prepared in conformance with the current editions of the City Standard Plans and Specifications, SSPWC and Caltrans' SSPs, latest edition. As part of the work involved in the preparation of the plans, specifications and estimates, the Engineer shall prepare and furnish to the City special provisions for items of work included in the plans which are not covered in the City's Standard Specifications or SSPWC.

All contract special provisions are to be prepared using Microsoft Word software.

4. Railroad, railroad bridges (if required) will be designed in accordance with American Railway Engineers Association (AREA) standards, and American Rail Engineers Maintenance Association (AREMA), latest edition.

### **300 SERVICES PERFORMED BY CONSULTANT**

CONSULTANT shall be responsible for the Services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services, and shall include all plans, specifications, estimates, reports, and special provisions necessary to complete the Project.

#### **310 General Description of Required Services**

- A. CONSULTANT shall carry out the instructions as received from SANBAG's Contract Manager, or his designee, and shall cooperate with County, City, other agencies, and other consultants providing Services for the Project.
- B. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes a better design, or solution to a problem is possible, CONSULTANT shall promptly notify SANBAG's Contract Manager of these concerns, together with reasons therefore.

- C. CONSULTANT shall have sole responsibility for the accuracy and completeness of the reports, plans, specifications, estimates, and related material prepared by CONSULTANT for the Project. CONSULTANT shall independently check and identify the engineer and checker for all such material prior to any submittal. The plans, concepts, reports, and documentation will be reviewed by City, SANBAG, and/or SANBAG's designee for conformity to constructibility and overall project consistency. Reviews by SANBAG, and/or SANBAG's designee, and City will not include detailed review or check of the design of major components and related details, or the accuracy with which such designs are depicted on the plans. CONSULTANT shall not incorporate in the design, any materials or equipment of sole source origin without prior written approval of SANBAG or City.
- D. The exhibits, studies, estimates, calculations, reports and other documents furnished under this Scope of Services shall be of a quality acceptable to SANBAG and the City. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked and having the maker and checker identified. The appearance, organization and content of the drawings shall be to applicable standards.
- E. The title sheet for reports, each plan sheet, and calculations shall bear the professional seal certificate number, registration classification, expiration date of the certificate, signature of the professional engineer, registered in the State of California, responsible for their preparation.
- F. The CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System, modified as required to suit this project.
- G. SANBAG reserves the right to approve all project scope of services changes. Any changes resulting from the addition, deletion, or revisions to the Scope of Services will not be made without prior written approval from SANBAG. The CONSULTANT shall not be compensated for making any changes to the project Scope of Services other than those approved in writing by SANBAG.
- H. CONSULTANT shall not suspend performance of this contract during the negotiations of any change orders except as they may be directed by SANBAG. CONSULTANT shall perform all changes in accordance with the terms and conditions of this contract.
- I. At the completion of this Scope of Services all files and correspondence relating to the Project shall be turned over to SANBAG who will then forward said files to City. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.
- J. CONSULTANT shall submit all final plans on CD ROM using MicroStation (.dgn) file format in accordance with CALTRANS standards or in ACAD file

format. The electronic files shall include the engineer's electronic signature and seal. CONSULTANT shall verify the latest version of software used prior to submittal. CONSULTANT will also provide plot parameter (.par) files in accordance with Caltrans standards.

- K. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.
- L. In the event that non-standard features become apparent during the initial design, CONSULTANT shall prepare the necessary Fact Sheets for Design Exceptions following CALTRANS, BNSF, and City guidelines.
- M. CONSULTANT shall employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SANBAG.
- N. CONSULTANT shall coordinate with County, City, and all other agencies involved or potentially impacted by the Project. CONSULTANT shall inform SANBAG prior to all contacts, meetings, and correspondence. CONSULTANT shall also be required to coordinate activities with adjacent projects.

**Part A - Environmental Analysis – Phase I – Preliminary  
Evaluation**

For The

Palm Avenue/BNSF Grade Separation Project

In The

City of San Bernardino, California



## **Task 1.6 Environmental Analysis – Phase I – Preliminary Evaluation**

### **Task 1.6-1 Project Description Coordination**

Coordination will occur with the engineering team during the development of the project description to facilitate advanced environmental compliance activities.

Once agreement has been met on the design of the project, a project description will be drafted to represent a summary of the project design to include in the statutory exemption and additional technical studies.

The activities included for this task include:

1. Preparation of a Draft and Final Project Description
  - a. One review with one set of comments from SANBAG will be incorporated

#### Assumptions:

- The Project Description will be developed for the preferred alternative only
- Changes to the Project Description, once developed and finalized, will be minor and insubstantial in nature

#### Task Schedule:

Following notice to proceed, technical task 1.6-1 will be accomplished in 4 weeks, 2 weeks for review, and 2 weeks for final completion.

### **Task 1.6-2 Agency Coordination**

Regulatory agencies with potential interest in the site include the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), the California Department of Fish and Game (CDFG), the U.S. Fish and Wildlife Service (USFWS), and the State Historic Preservation Office (SHPO).

CH2M HILL will provide preliminary coordination with these agencies, which will include telephone calls, electronic mail, or letter correspondence as necessary. In addition, up to a total of two (2) meetings will be conducted with the regulatory agencies as needed, attended by up to two (2) CH2M HILL staff. It is anticipated that meetings will occur either onsite, or at other locations in the Riverside/San Bernardino area.

The activities included for this task include:

1. Preparation of a Draft and Final Meeting Agendas, Minutes, and Correspondence Records, as needed.
  - a. One review with one set of comments from SANBAG will be incorporated



Assumptions:

- Preliminary agency coordination is included only, up to and including meetings as described above
- "Informal" or "Formal" consultation with the USFWS may be required for the project, and is included in Phase II compliance as described below, but not under this scope and task

Task Schedule:

Following notice to proceed, technical task 1.6-2 will be accomplished over the duration of all noted sub tasks in this scope.

**Task 1.6-3 Preliminary Clean Water Act /Fish and Game Code Compliance:  
Jurisdictional Delineation**

Based on a preliminary review of the project, existing drainages have the potential to be present within the area of the project. Because of this, studies are required to: (1) confirm the presence and location and to provide formal delineation of jurisdictional features, and (2) determine their potential to be impacted by the project.

A formal delineation of wetlands and waters under jurisdiction of the federal Clean Water Act and stream bed and bank under jurisdiction of the California Fish and Game Code will be conducted. The formal delineation will support analysis of potential impacts by the project for permit preparation, including preparation of the Section 404 (Nationwide Permit 14) and 401 permit applications to the USACE and RWQCB respectively, and a Streambed Alteration Agreement application for submittal to the CDFG. Permit applications would be prepared in Phase II compliance as described below, but impact analysis in support of them would be conducted under this task. Impact analysis will be limited to the preferred alternative, as described in the Project Description prepared under Task 1.6-1.

The activities included for this task include:

1. Preparation of a Draft and Final Wetland and Waters Delineation
  - a. One review with one set of comments from SANBAG will be incorporated
  - b. One review with one set of comments from USACE, CDFG, and RWQCB will be incorporated

Assumptions:

- No special aquatic sites will be encountered
- Impacts are not expected to exceed 0.5 acre
- A total of 40 acres of study area are included in the field study area
- USACE will function as the lead federal agency for the entire project, not just the area of their jurisdiction
- Permit applications and supporting documents, except for the Wetland and Waters Delineation Report, will be prepared under Phase II compliance as described below, and are not included here



**Task Schedule:**

Following notice to proceed, technical task 1.6-3 will be accomplished in 4 weeks, 2 weeks for review, and 2 weeks for final completion.

**Task 1.6-4 Preliminary Biological Resource Assessment**

Sensitive Riversidean alluvial fan sage scrub habitat is present on the site, which may support numerous special-status species, including species listed under the state or federal Endangered Species Acts (ESAs) as threatened or endangered. Sensitive species documented to occur on or near the site include the federally-listed San Bernardino kangaroo rat (endangered) and coastal California gnatcatcher (threatened), and state and federal listed plant species including Santa Ana River woollystar and slender-horned spineflower.

A preliminary biological resource assessment would be performed on the site. The analysis would provide the following:

- Field reconnaissance-level survey of on-site resources
- Database and document review of potentially-occurring special-status species
- Preliminary assessment and characterization of habitat type, extent, and quality
- Potential of on-site habitat to support the above listed species or additional special-status species
- Preliminary analysis of potential impacts, including acres of habitat impacted, for the preferred alternative
- Adequate information to determine necessary regulatory compliance requirements
- Potential avoidance, minimization, and mitigation requirements for impacts to sensitive biological resources
- Anticipated schedule requirements for regulatory compliance

The activities included for this task include:

1. Preparation of a Draft and Final Biological Resources Technical Memorandum
  - a. One review with one set of comments from SANBAG will be incorporated
  - b. One review with one set of comments from USACE, CDFG, and RWQCB will be incorporated

**Assumptions:**

- Focused surveys for special-status species will not be conducted at this time
- Permitting requirements for impacts to federal or state listed species will be identified, but not completed under this task. Full compliance with federal and state ESAs would be achieved under Phase II compliance as described below
- A total of 40 acres of study area are included in the field study area



## CH2MHILL

- Suitable site aerial photographs and Geographic Information System database are available for digitizing and storing biological resource information for the site

### Task Schedule:

Following notice to proceed, technical task 1.6-4 will be accomplished in 4 weeks, 2 weeks for review, and 2 weeks for final completion.

### **Task 1.6-5 Section 106 Compliance**

Compliance with Section 106 of the National Historic Preservation Act will be required to support the USACE CWA Section 404 NWP for the project. USACE will consult with the State Historic Preservation Office (SHPO) on the proposed impacts to archeological and historical resources. The following activities below are required to conduct this consultation.

Applied Earthworks will lead the Section 106 compliance process and conduct:

1. Data records research
2. Archeological and historical field surveys
3. Native American Consultation
4. Preparation of a Draft and Final Cultural Resources Report
  - a. One review with one set of comments from SANBAG will be incorporated
  - b. One review with one set of comments from USACE will be incorporated

### Assumptions:

- Field surveys are not expected to exceed 40 acres
- SHPO will not require a change to the project or subsequent revision to the Cultural Resources Report
- Route 66 will not be altered with construction
- No Extended Phase I or Phase II activities will be required

### Task Schedule:

Following notice to proceed, technical task 1.6-5 will be accomplished in 5 weeks, 2 weeks for review, and 2 weeks for final completion.

### **Environmental Analysis – Phase II – Regulatory Compliance and Permitting**

During completion of Phase I, full permit requirements will be identified. Phase II of this compliance will include focused studies, if needed, in support of permit applications or regulatory compliance (including NEPA requirements), development of permit applications and/or appropriate agency coordination, and final project approvals. Key tasks of Phase II, to be provided under a later scope and fee, are anticipated to include the following:

1. Endangered Species Act Compliance
  - a. Focused surveys if needed
  - b. Preparation of a Biological Assessment for listed species, if needed
  - c. Formal or informal consultation with the USFWS, as needed
  - d. Preparation of a Section 2081 permit and compliance for state ESA



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- e. Identification and implementation of appropriate mitigation measures
- 2. Jurisdictional Waters or Streambed and Bank Permitting
  - a. Application for CWA Section 404 compliance under the Nationwide Permit Program
  - b. Application for a Streambed Alteration Agreement with CDFG
  - c. Application for CWA Section 401 compliance with RWQCB
  - d. Preparation of a mitigation plan or identification of a suitable mitigation program
  - e. Agency coordination through permit acquisition
- 3. NEPA Compliance
  - a. NEPA compliance may be required.
    - i. Section 404 Individual Permit
    - ii. FHWA funding to be applied to project

**Part B - Prepare a Categorical Exclusion and NEPA Technical  
Studies, and Environmental Permitting**

**For The**

**Palm Avenue/BNSF Grade Separation Project**

**In The**

**City of San Bernardino, California**

## **Scope of Work**

Prepare a Categorical Exclusion (CE), with technical studies, in accordance with the requirements of the National Environmental Policy Act (NEPA) and California Department of Transportation (Caltrans) District 8, and environmental permitting, for the Palm Avenue Grade Separation Project (Project) in San Bernardino, California.

CH2M HILL will fulfill the Caltrans District 8 NEPA requirements for the Project through the preparation of a CE. The CE will be supported by completion of certain Caltrans District 8 technical studies, as detailed herein. In addition, CH2M HILL will complete environmental permitting for the Project.

This SOW will be delivered as part of 10 defined tasks:

**Task 1: Categorical Exclusion Determination Form and Checklist**

**Task 2: Natural Environmental Study (NES), Minimal Impacts Form**

**Task 3: Initial Site Assessment**

**Task 4: Air Quality Conformity Analysis Report**

**Task 5: Historic and Archaeological Resources Reports**

**Task 6: Section 4(f) Evaluation – De Minimis Impact Memorandum**

**Task 7: Abbreviated Visual Impact Assessment**

**Task 8: Preliminary Environmental Study**

**Task 9: Project Report**

**Task 10: Environmental Permitting**

### **Task 1: Categorical Exclusion Determination Form and Checklist**

It is anticipated that the Project will fall under “local assistance” and Caltrans District 8 will be agreeable to a CE per the requirements of NEPA. The CE will be prepared following completion of the environmental documentation described in Tasks 2 through 7. The CE will be prepared using the Caltrans Categorical Exemption/Categorical Exclusion Determination Form. Additionally, a Categorical Exclusion Checklist, as identified in the Caltrans Standard Environmental Reference (SER), will be completed to accompany the CE Determination Form.

### **Task 2: Natural Environmental Study, Minimal Impacts Form**

A Natural Environment Study (NES) will be prepared using the SER Minimal Impacts Form. The NES will be completed to document the review of the biological resources present on the Project site, associated state and federal natural resource laws requiring compliance, and potential impacts associated with the implementation of the Project.

### **Task 3: Initial Site Assessment**

An Initial Site Assessment (ISA) will be completed to document and review the environmental conditions of the Project area (Subject Property). The ISA will be completed in general conformance with the scope and limitations of the American Society for Testing Materials (ASTM) Practice E 1257-00, Phase I Assessment Standard Process.

Specifically, the SOW for the ISA consists of five primary elements, as specified in the ASTM guidelines for conducting environmental site assessments.

- Records Review
- Site Reconnaissance
- Historic Research
  - Aerial Photographs
  - Historical Topographic Maps
  - Sanborn Fire Insurance Maps
  - City Directories
  - Oil and Gas Maps
- Interviews with Local and County Agencies
- Caltrans ISA Checklist for Hazardous Waste
- Preparation of ISA Report

### **Task 4: Air Quality Conformity Analysis Report**

An Air Quality Conformity Analysis will be prepared following the Caltrans Standard Environmental Reference (SER) annotated outline. The analysis will document regional and project-level conformity for the project. Regional conformity will be documented by inclusion of the project in the Southern California Association of Government's (SCAG) 2008 Regional Transportation Plan (RTP) and the 2008 Regional Transportation Improvement Program (RTIP).

The project is located in an area designated as a maintenance area for the federal carbon monoxide (CO) standards and a nonattainment area for the particulate matter less than 10 microns (PM<sub>10</sub>) and the particulate matter less than 2.5 microns (PM<sub>2.5</sub>) standards. Therefore, the analysis will document project-level conformity for these three pollutants. For CO, the California Project-Level Carbon Monoxide Protocol will be used to analyze the potential for CO hotspots. For PM<sub>10</sub> and PM<sub>2.5</sub>, the project will be presented to the SCAG Transportation Conformity Working Group (TCWG) as a project that is not considered a project of air quality concern (POAQC). This means a qualitative PM<sub>10</sub>/PM<sub>2.5</sub> hotspot is not required for the project. Finally, the project will be under construction for less than 5 years so construction emissions will not be considered in the hotspot analyses. Comments on air quality conformity received during draft review will be included in the final conformity analysis.

### **Task 5: Historic and Archaeological Resource Reports**

Historic and archaeological resource reports will be completed pursuant to Section 106 of the National Historic Preservation Act (NHPA) and will be consistent with Caltrans requirements. Specifically the following studies and coordination will be completed:

- Historic Property Survey Report (HSPR)

- Historic Resource Evaluation Report (HRER)
- Archaeological Survey Report (ASR)
- Area of Potential Effect (APE) Map
- Paleontological Identification Report (PIR) and a Paleontological Evaluation Report (PER).
- Archival Research to evaluate historic context and significance of segment of Route 66 within Project APE.
- Native American Coordination support and assistance to Caltrans for notifying Native Americans.

This work will be completed as specified in the attached SOW provided by Applied Earthworks, Inc., September 2009.

#### **Task 6: Section 4(f) Evaluation – De minimis Impact Memorandum**

The proposed Project is a transportation project that may receive federal funding and/or discretionary approvals through the U.S. Department of Transportation (i.e., FHWA [Federal Highway Administration]). Therefore, documentation of compliance with Section 4(f) is required to ensure special effort is made “to preserve the natural beauty of the countryside and public park and recreation lands, wildlife and waterfowl refuges, and historic sites” (49 United States Code, Section 303). This task assumes that Caltrans will determine that the project has a de minimis impact on Section 4(f) Resources. Concurrence from the State Historic Preservation Officer will be obtained during the Section 106 consultation process, as part of Task 5 (above). Scope is limited to preparation of a De minimis 4(f) memorandum.

#### **Task 7: Abbreviated Visual Impact Assessment**

The Visual Impact Assessment Guide prepared for the Project as part of the Preliminary Environmental Study (PES) resulted in a score of “19” for the Project, which triggers preparation of an abbreviated VIA. An abbreviated VIA consists of a description of project features, impacts and mitigation measures. Visual simulations are optional. However, as there are several known historical resources located near the Project site (including a portion of the Atchison, Topeka, and Santa Fe Railroad and a portion of US Highway Route 66), one visual simulation will be prepared to depict potential visual impacts resulting from Project implementation.

CH2M HILL will conduct field work for the Project to document the existing condition of the Project and Project vicinity. A single-lens reflex 35-mm camera with a 50-mm lens (view angle 40 degrees) will be used to shoot site photographs, and photograph locations will be documented using GPS. Following the field visit, a Project map will be created showing the location of photographs, and one Key Observation Point will be identified from which a visual simulation of the Project will be prepared.

CH2M HILL will then prepare the abbreviated VIA. Local planning documents and Project maps and drawings will be used to prepare the existing condition section of the abbreviated VIA. A computer-generated visual simulation from the KOP will be used to help describe potential impacts to visual resources as a result of Project implementation. Special consideration will be given to potential impacts to historic resources. Mitigation measures, if appropriate, will be considered and evaluated in the abbreviated VIA for their potential to reduce potential impacts to visual resources.

### **Task 8: Preliminary Environmental Study**

A Preliminary Environmental Study Form will be completed following the Caltrans SER. The Preliminary Environmental Study Form will identify the technical studies included in Tasks 2 through 7 of this SOW, and will be used by Caltrans Local Assistance to document decision to prepare a Categorical Exclusion with Technical Studies.

### **Task 9: Project Report**

The Environmental Issues Section (Section 5) of the Project Report will be updated to include NEPA and NEPA support documentation requirements. The results and findings of support documentation related evaluations (i.e. Tasks 2 through 7) will be summarized within the Project Report and any conclusions or recommendations will be provided.

### **Task 10: Environmental Permitting**

A Jurisdictional Waters of the U.S., Waters of the State, and Streambed and Bank Assessment as been completed for the Project. Based on the Jurisdictional Assessment, two potential waters of the U.S., waters of the State, or California Department of Fish and Game (CDFG) jurisdictional streambed and bank were identified that could be affected by the Project. To comply with federal and state regulations the following environmental permit requirements will be fulfilled:

- United States Army Corps of Engineers (USACE) - Section 404 permit coverage under Nationwide Permit (NWP) No. 14. Because total impacts are below the 0.1-acres notification threshold, no preconstruction notification required. To document compliance with Section 404 NWP No. 14 requirements, including compliance with General conditions, a memorandum will be prepared for the file confirming no preconstruction notification is required.
- Regional Water Quality Control Board, Santa Ana Region (RWQCB) - Section 401 Water Quality Certification.
- California Department of Fish and Game (CDFG) - California Fish and Game Code Section 1600 et seq. Streambed Alteration Agreement.

This scope includes 1-agency site visit meeting and coordination through processing of permit applications.

### **Deliverables**

#### **Tasks 1 – 8:**

The following CE and Caltrans Technical Study deliverables are included in this SOW:

- Caltrans Categorical Exemption/Categorical Exclusion Determination Form
- Natural Environmental Study (NES) - Minimal Impacts Form
- Initial Site Assessment (ISA)
- Air Quality Conformity Analysis Report
- Historical Property Survey Report (HPSR)
- Historic Resource Evaluation Report (HRER)

- Archaeological Survey Report (ASR)
- Area of Potential Effect (APE) Map
- Paleontological Identification Report (PIR) and a Paleontological Evaluation Report (PER)
- Section 4(f) Evaluation – De minimis Impact Memorandum
- Abbreviated Visual Impact Assessment
- Preliminary Environmental Study

CE and Caltrans Technical Study deliverables will be completed as follows:

- Administrative Draft to SANBAG: electronic deliverable
- Draft 1 to Caltrans: assume 5-hard copies of each deliverable.
- Draft 2 to Caltrans: assume 5-hard-copies of each deliverable
- Final Documentation: 5-hard-copies of each deliverable

#### Tasks 9 and 10:

Other deliverables (non-CE and non-Caltrans Technical Study) are included in this SOW:

- Project Report
- Environmental Permits
  - Section 404 – NWP No. 14, Memorandum to the file confirming no pre-construction notification is required.
  - Section 401 – Water Quality Certification Application
  - Section 1600 et seq. – Streambed Alteration Agreement Application

Other deliverables will be completed as follows:

- Administrative Draft to SANBAG: electronic deliverable
- Final Documentation: 5-hard-copies of each deliverable (2-hard-copies of each Environmental Permit application will be sent to RWQCB and CDFG)

#### **Assumptions**

- The Project falls under “local assistance” and Caltrans District 8 is agreeable to a CE per the requirements of NEPA. An EA or EIS is not part of this scope.
- Caltrans District 8 agrees with the supporting documentation (technical studies) provided in Tasks 2 through 6. Additional studies are not part of this scope.
- The Project will not have an adverse effect on NRHP-eligible properties based on SHPO concurrence.
- Existing biological field surveys will support the NES. No additional field surveys will be completed as part of this scope.

- The NES (MI short-form) does not include the following discussions that are addressed in the full version of the NES: wildlife movement corridors, invasive species, and cumulative impacts.
- The ISA will not include the ASTM Standard “nonscope considerations” for lead in drinking water, radon, wetlands, regulatory compliance, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality, or high-voltage power lines.
- The Project is within the Muscoy Operable Unit of the Newark Groundwater Contamination Superfund Site; contaminated groundwater is below the depth of Project related subsurface activity and the Project will not encounter contaminated groundwater.
- The ISA includes one field visit with two staff.
- The project is included the SCAG 2008 RTP and 2008 RTIP.
- The 2008 RTP and 2008 RTIP will not need to be amended because the project description and year open to traffic in the 2008 RTP and 2008 RTIP are consistent with the current project description and year open to traffic.
- The project is not a POAQC and a qualitative PM<sub>10</sub>/PM<sub>2.5</sub> hotspot analysis will not be required. It is assumed submittal of the PM<sub>10</sub>/PM<sub>2.5</sub> Hotspot Interagency Review form will result in concurrence of the SCAG TCWG with the assumption that the project is not a POAQC.
- The abbreviated Visual Impact Assessment includes one field visit with two staff and preparation of one visual simulation.
- No more than 1-agency meeting site visit is included for Task 10 (2-staff x 8 hours).
- No more than 1-meeting per Task’s 2, 3, 4, 6, and 7 (5-meetings total x 2-staff x 4 hours).
- Should wetlands or Waters of the U.S. and/or State be present, and avoidance or minimization measures are incorporated into the Project, a CE per the requirements of NEPA would still be the appropriate level of document.
- Review and incorporation of Caltrans comments are limited to 15-hours per deliverable.
- Permit processing fees are not included.
- The Project falls under a Statutory Exemption per CEQA.

**Budget**

The budget includes CH2M HILL labor and expenses, including subconsultant expenditures.

Task 1 Cost: \$8,448

Task 2 Cost: \$15,122

Task 3 Cost: \$18,692

Task 4 Cost: \$9,020

Task 5 Cost: \$63,792

Task 6 Cost: \$4,614

Task 7 Cost: \$25,043

Task 8 Cost: \$4,083

Task 9 Cost: \$1,714

Task 10 Cost: \$32,042

**Total Cost: \$182,542**

**Schedule**

Work to prepare the CE and NEPA Technical Studies, and environmental permitting, for the Palm Avenue Grade Separation Project will commence upon receiving written authorization and signed services agreement from San Bernardino Associated Governments. Final approval of the CE, including the NEPA Support Documentation identified herein, will be acquired eight months from receipt of authorization from San Bernardino Associated Governments.

**Part C - Final Design Services (PS&E)**

**For The**

**Palm Avenue/BNSF Grade Separation Project**

**In The**

**City of San Bernardino, California**



**340 Phase II – Final Design Services (PS&E)**

**Task 2.1 Preliminary Design Services (35% Submittal)**

**1. Roadway**

The Engineer shall prepare preliminary plans, specifications and estimates for the grade separation, including removals, grading, cross sections, staging, utilities, drainage facilities, and other necessary improvements for the project. The design will be based on the approved PR.

**2. Structures**

- a. Complete all preliminary design and preliminary survey tasks.
- b. Select bridge design type and meet with stakeholders for input.
- c. Prepare all submittals required by BNSF.
- d. Submit bridge plans to BNSF for review and approval.

**3. Traffic**

- a. Determine electrical service point capabilities and locations.
- b. Develop preliminary staging and construction zone signing and striping plan, and detour plans.
- c. Prepare street lighting plans.
- d. Prepare preliminary ultimate roadway signing and striping plan.

Note: Traffic signals and signal interconnect is not required and not included in the fee proposal.

**4. Utility Improvements**

- a. Determine necessary utilities that cross the railroad tracks.
- b. Discuss the above utilities with utility purveyor and City Utilities Department to determine their design and relocation requirements.
- e. Prepare a utility plan of the proposed utilities crossing under the railroad tracks and the proposed bridge. Accurately identify all existing utilities on the roadway plans.
- f. Identify existing facilities to be removed.
- g. The City will make arrangements with the affected utilities with prior rights, to relocate their facilities as required.



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h. The CONSULTANT will design City owned, utility relocations. The CONSULTANT shall design the City Utility relocations per the City's standards. The CONSULTANT shall perform the necessary coordination to define the City's utility relocation requirements.

i. Utility Coordination:

The Consultant will coordinate with the SANBAG, City of San Bernardino and individual utility owners regarding relocation and adjustment.

### 5. Railroad

a. Railroad Coordination: Conduct periodic coordination meetings with BNSF staff and representatives of other affected agencies and utilities to review the progress of work, to obtain additional input and directions, and to ensure that the stakeholders desires are being met.

### 6. Erosion Control and Landscaping

- a. Prepare conceptual erosion control.
- b. Prepare conceptual landscape plan.

The following are items that we anticipate being of consideration:

- \* Creating an attractive landscape treatment at the intersection of Palm Avenue and Industrial Parkway.
- \* Erosion Control westerly of the BNSF Railroad lines
- \* Vandal-resistance and security issues
- \* Plant material selection and placement will be chosen for drought tolerance, ease of maintenance and aesthetic qualities
- \* Choice of irrigation equipment that will conserve water
- \* Maintenance costs

### 7. Quantity and Cost Estimates

- a. Prepare preliminary quantity estimates for the project based on preliminary plans and proposed bid items.
- b. Prepare a preliminary project cost estimate based on current unit prices and the above quantity estimates.

### 8. Geotechnical

- a. CONSULTANT will review the existing subsurface information and laboratory tests from the two hollow-stem-auger (HSA) borings drilled for the bridge structure, the topographic maps and other available materials.



- b. CONSULTANT will drill four additional HSA borings to depths of 50 feet below ground surface to characterize the subsurface soil conditions for the approach fills embankment, and retaining walls. CONSULTANT will conduct laboratory tests to characterize the subsurface condition at the location of the additional borings.
- c. CONSULTANT will provide preliminary geotechnical and foundation recommendations for roadway, bridge, retaining walls, and other structures as required. These recommendations will be used to conduct preliminary cost estimates.
- d. CONSULTANT will prepare geotechnical design report to address the geotechnical design basis of the project after the 35% submittals and provide recommendations for design and construction of earth retaining structures, cut and fill slopes, pavement, and drainage facilities.
- e. CONSULTANT will prepare foundation report for the bridge structure after the 35% submittals including the log of Test Boring Sheets. The foundation report will be based on the review comments for the preliminary foundation report.
- f. Fault Rupture Study – The preliminary geotechnical investigation will include a desktop fault rupture study to identify the nearby faults that could affect the seismic parameters at the project site. Based on the published information at this time, site specific fault trenching is not anticipated. The study will not include site specific fault trenching.

**CONSULTANT Deliverables:**

- Update Preliminary Foundation Report – 3 copies
  - Technical Memo for Geotechnical Design – 3 copies
  - Geotechnical Report – 3 copies
  - Draft Foundation Report – 3 copies
9. Survey
    - a. Consultant will perform additional design surveys required for final design,

**Task 2.2 Final Design Services (65%, 95% and Final Submittal).  
Services to be performed:**

Upon written approval of 35% plans by the SANBAG, City, and BNSF, final design and plan preparation will be undertaken. The CONSULTANT shall prepare complete plans, specifications and bid documents for construction of project improvements including:



1. Roadway
  - a. Complete roadway and grade separation plans and profiles, including cross-sections, grading, staging, drainage facilities and other necessary improvements for the project.
2. Structures
  - a. Complete plans, specification and estimate for all structures.
  - b. Contract documents.
  - c. Construction support.
  - d. Contract analysis
  - e. The Independent Check will be performed after the at the 65% submittal in accordance with Caltrans guidelines.
3. Traffic and Street Lighting
  - a. Traffic signals and signal interconnect is not required and not included in the fee proposal
  - b. Traffic striping and signing.
  - c. Stage construction and traffic detours including plans for detour road routing, detour striping, temporary signaling and lane closure plans.
  - d. Street and Bridge lighting.
4. Utilities
  - a. Relocation plans for City owned utilities.
  - b. Utility Coordination specifications during construction for other agency utility relocations.
5. Landscaping
  - a. Erosion control plans and details.
  - b. Landscaping and irrigation plans and details.
6. Railroad
7. Quantities and Cost Estimates
  - a. Submit the final plans, specifications, and cost estimate to SANBAG, and City for review and approval and make revisions as necessary to obtain approval.
8. Permits
  - a. Obtain encroachment permits.
  - b. Prepare Construction and Maintenance Agreement between the City/SANBAG and BNSF.
  - c. Prepare "Order to Construct" for PUC authorization.



- d. Prepare other necessary agreements identified in the PR.

9. Coordination

Conduct periodic coordination meetings with SANBAG, City, and BNSF staff and representatives of other affected agencies and utilities to review the progress of work, to obtain additional input and directions, and to ensure that the stakeholders desires are being met.

Confer and coordinate with each utility owner in the preparation of its plans for new or relocated facilities.

Attend meetings with SANBAG, City, and BNSF staff during the final design to coordinate and review the work, obtain additional input and directions and coordinate the processing of plans and specifications

The CONSULTANT shall be the Railroad Coordinator for the project and provide the necessary support to obtain BNSF approvals.

10. Public Meetings

Attend all public meetings as requested by the City. Provide presentations (a minimum of 2) to the City Council at a public meeting or workshops and with area businesses (a minimum of 2), wherein the CONSULTANT shall describe the project and selected grade separation design. Meet with individual property owners and the City as requested by the City.

11. Existing Utility Pot-Holing

The Consultant will perform field verification of vertical and horizontal utility locations through pot-holing, where required. Based on the updated utility map, Consultant will determine projects impact utilities.

**350 Phase III - Right of Way Services**

Upon written authorization to proceed with Right of Way services, the CONSULTANT shall provide the following services:

1. Define the right of way requirements for the project, including fee takes, easements, and temporary construction easements.
2. Upon approval of the right of way requirements, the consultant shall obtain Title Reports and prepare legal descriptions and plat maps.



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**Assumptions:**

- a. Prepare up to fifteen legal descriptions and sketches, each one signed by a California Licensed Land Surveyor and including one governmental review each. All legal description and sketch dimensions will be provided in feet.
- b. Provide up to fifteen title reports.
- c. Appraisals, right of way negotiations and acquisitions are not included in this proposal.

**MILESTONE SCHEDULE**

| <b>MILESTONE</b>                                   | <b>MONTHS after Task 340 NTP</b> |
|--|----------------------------------|
| Milestone 0: Notice to Proceed (NTP) to CONSULTANT | 0                                |
| Milestone 1: Submit 35% Submittals                 | 4                                |
| Milestone 2: Submit 65% Submittals                 | 8                                |
| Milestone 3: Submit 95% Submittals                 | 12                               |
| Milestone 4: Submit Final Submittals               | 15                               |

Milestones may only be changed by written agreement.

**Estimated Contract Cost**  
**For The**  
**Palm Avenue/BNSF Grade Separation**  
**In The**  
**City of San Bernardino, California**

C08137-1  
TN 87410000

**Palm Avenue Grade Separation  
for  
SANBAG**



**AMENDMENT NO. 1 SUMMARY**

Date 30-Sep-09

Revision No. 2

| FEE SUMMARY |   |                    |              |
|-------------|---|--------------------|--------------|
| PART        | DESCRIPTION   | CH2M HILL<br>HOURS | AMOUNT       |
| A           | Environmental Analysis – Phase I – Preliminary Evaluation                                 | 474                | \$ 72,162    |
| B           | Part B- Categorical Exclusion and NEPA Technical Studies, and<br>Environmental Permitting | 1,058              | \$ 182,542   |
| C           | Final Design Services   | 10,804             | \$ 1,689,768 |
| TOTAL       |   | 12,336             | \$ 1,944,472 |

**CH2M HILL**  
**Palm Avenue Grade Separation**

**ENVIRONMENTAL ANALYSIS-PHASE I-PRELIMINARY EVALUATION**

|                               |     |       |    |        |
|-------------------------------|-----|-------|----|--------|
| <b>DIRECT LABOR SUBTOTALS</b> | 474 | Hours | \$ | 23,089 |
|-------------------------------|-----|-------|----|--------|

|                           |    |        |
|---------------------------|----|--------|
| <i>DIRECT LABOR TOTAL</i> | \$ | 23,089 |
|---------------------------|----|--------|

|            |          |  |    |        |
|------------|----------|--|----|--------|
| OVERHEAD @ | 140.745% |  | \$ | 32,496 |
|------------|----------|--|----|--------|

|                                   |    |        |
|-----------------------------------|----|--------|
| <i>TOTAL LABOR &amp; OVERHEAD</i> | \$ | 55,585 |
|-----------------------------------|----|--------|

**OTHER DIRECT COSTS (ODC's):**

|                                 |    |     |
|---------------------------------|----|-----|
| <i>TOTAL OTHER DIRECT COSTS</i> | \$ | 779 |
|---------------------------------|----|-----|

|  |    |       |
|--|----|-------|
| <i>FEE (10% OF LABOR &amp; OVERHEAD)</i> | \$ | 5,559 |
|--|----|-------|

|                              |    |        |
|------------------------------|----|--------|
| <i>TOTAL CH2M HILL COSTS</i> | \$ | 61,922 |
|------------------------------|----|--------|

**SUBCONSULTANTS:**

|                    |               |  |    |           |
|--------------------|---------------|--|----|-----------|
| Applied Earthworks | Environmental |  | \$ | 10,240.00 |
|--------------------|---------------|--|----|-----------|

|                                  |    |        |
|----------------------------------|----|--------|
| <i>TOTAL SUBCONSULTANT COSTS</i> | \$ | 10,240 |
|----------------------------------|----|--------|

|                    |  |          |
|--------------------|--|----------|
| <i>TOTAL COSTS</i> |  | \$72,162 |
|--------------------|--|----------|

**CH2M HILL**  
**Palm Avenue / BNSF Grade Separation**  
**COST ESTIMATE SUMMARY**

| STAFF TITLE        | TOTAL HOURS |   | HOURLY RATE | LABOR COSTS |
|--------------------|-------------|---|-------------|-------------|
| Project Manager    | 24          | @ | \$64.33     | \$1,543.92  |
| Senior Consultant  |             |   | \$78.91     |             |
| Project Engineer   |             |   | \$62.95     |             |
| Project Scientist  | 68          | @ | \$62.09     | \$4,222.12  |
| Task Manager       | 50          | @ | \$76.13     | \$3,806.50  |
| Senior Engineer    |             |   | \$53.94     |             |
| Associate Engineer |             |   | \$47.02     |             |
| Staff Engineer     |             |   | \$35.21     |             |
| Planner            | 168         | @ | \$46.08     | \$7,741.44  |
| CADD/Graphics/GIS  | 90          | @ | \$33.52     | \$3,016.80  |
| Technical Editor   | 46          | @ | \$43.29     | \$1,991.34  |
| Contracts          | 10          | @ | \$32.07     | \$320.70    |
| Project Controls   |             |   | \$40.22     |             |
| Office/Accounting  | 18          | @ | \$24.78     | \$446.04    |
|                    |             |   |             |             |
|                    |             |   |             |             |

DIRECT LABOR SUBTOTALS 474 \$23,088.86

**DIRECT LABOR TOTAL \$23,088.86**

OVERHEAD @ 140.745% \$32,496.42

**TOTAL LABOR & OVERHEAD \$55,585.28**

**OTHER DIRECT COSTS (ODC's):**

|                         |     |            |       |          |
|-------------------------|-----|------------|-------|----------|
| Production Copier       |     | \$0.04     | ea    |          |
| Outside Repro Services  |     | \$1.00     | LS    |          |
| Postage & Freight       | 8   | \$15.00    | ea    | \$120.00 |
| Traffic Data Collection |     | \$1,500.00 | ea    |          |
| Mileage                 | 100 | \$0.585    | miles | \$58.50  |
| Rental Car & Gas        | 4   | \$150.000  | day   | \$600.00 |
| Travel Expenses         |     | \$1.00     | LS    |          |
| Report Copies           |     | \$300.00   | ea    |          |
| Permit Fees             |     | \$1,000.00 | LS    |          |

**TOTAL OTHER DIRECT COSTS \$778.50**

**FEE (10% OF LABOR & OVERHEAD) \$5,558.53**

**TOTAL CH2M HILL COSTS \$61,922.30**

**SUBCONSULTANTS:**

|                    |             |
|--------------------|-------------|
| Applied Earthworks | \$10,240.00 |
| Arellano           |             |
| Coast Surveying    |             |
| RailPros           |             |
| SJM Consulting     |             |
| Drill Rig          |             |
| Traffic Control    |             |
| Lab Testing        |             |
| Traffic Counts     |             |

**TOTAL SUBCONSULTANT COSTS \$10,240.00**

**TOTAL COSTS \$72,162.30**

|                                     |  |                  |
|-------------------------------------|--|------------------|
| COMPANY:                            |  | DATE:            |
| CH2M HILL                           |  | February 9, 2009 |
| PROJECT:                            |  | REVISION:        |
| Palm Avenue / BNSF Grade Separation |  |                  |

270

**CH2M HILL**  
**Palm Avenue Grade Separation**  
**CATEGORICAL EXCLUSION AND NEPA TECHNICAL STUDIES AND**  
**ENVIRONMENTAL PERMITTING**

|  |                   |               |    |                   |
|--|-------------------|---------------|----|-------------------|
| <b>DIRECT LABOR SUBTOTALS</b>            | 1,058             | Hours         | \$ | 45,859            |
| <b>DIRECT LABOR TOTAL</b>                |                   |               |    | <b>\$ 45,859</b>  |
| <b>OVERHEAD @</b>                        | 140.745%          |               | \$ | 64,544            |
| <b>TOTAL LABOR &amp; OVERHEAD</b>        |                   |               |    | <b>\$ 110,403</b> |
| <b>OTHER DIRECT COSTS (ODC's):</b>       |                   |               |    |                   |
| <b>TOTAL OTHER DIRECT COSTS</b>          |                   |               |    | <b>\$ 1,086</b>   |
| <b>FEE (10% OF LABOR &amp; OVERHEAD)</b> |                   |               |    | <b>\$ 11,040</b>  |
| <b>TOTAL CH2M HILL COSTS</b>             |                   |               |    | <b>\$ 122,529</b> |
| <b>SUBCONSULTANTS:</b>                   |                   |               |    |                   |
|  | Applied Eathworks | Environmental | \$ | 60,013.00         |
| <b>TOTAL SUBCONSULTANT COSTS</b>         |                   |               |    | <b>\$ 60,013</b>  |
| <b>TOTAL COSTS</b>                       |                   |               |    | <b>\$182,542</b>  |

**Palm NEPA Services****Total Price Detail**

Chargeable Tasks, All Budgets, without Budget Subtotals, without Period  
Subtotals, without Estimating Frequency Subtotals

**CH2MHILL**

| Description   | Per Diem<br>Code | Unit  | Quantity   | Rate  | Price            |
|---|------------------|-------|------------|-------|------------------|
| <b>Top Task NE -</b>                                    |                  |       |            |       |                  |
| <b>Task NE.01 - Categorical Exclusion</b>               |                  |       |            |       |                  |
| GIS   | 7                | HOURS | 8          | 39.27 | 314.16           |
| Planner   | 7                | HOURS | 48         | 34.71 | 1,666.08         |
| Project Accountant                                      | 7                | HOURS | 4          | 29.55 | 118.20           |
| Project Manager   | 3                | HOURS | 2          | 88.67 | 177.34           |
| Task Manager  | 6                | HOURS | 12         | 54.55 | 654.60           |
| Technical Editor  | 7                | HOURS | 4          | 35.22 | 140.88           |
| Word Processor  | 19               | HOURS | 4          | 29.72 | 118.88           |
| <b>Subtotal for Labor</b>                               |                  |       | <b>82</b>  |       | <b>3,190.14</b>  |
| Total Overhead  |                  |       |            |       | 4,490.13         |
| <b>Subtotal for Overhead</b>                            |                  |       |            |       | <b>4,490.13</b>  |
| <b>Subtotal for Labor</b>                               |                  |       | <b>82</b>  |       | <b>7,680.27</b>  |
| <b>Subtotal for Labor and Overhead</b>                  |                  |       |            |       | <b>7,680.27</b>  |
| <b>Subtotal for Costs</b>                               |                  |       |            |       | <b>7,680.27</b>  |
| Profit/Fee on Labor                                     |                  |       |            |       | 768.01           |
| <b>Subtotal for Profit/Fee</b>                          |                  |       |            |       | <b>768.01</b>    |
| <b>Subtotal for Markups</b>                             |                  |       |            |       | <b>768.01</b>    |
| <b>Subtotal for NE.01 - Categorical Exclusion</b>       |                  |       |            |       | <b>8,448.28</b>  |
| <b>Task NE.02 - Natural Environmental Study</b>         |                  |       |            |       |                  |
| Administrative Support                                  | 19               | HOURS | 16         | 24.73 | 395.68           |
| GIS   | 7                | HOURS | 12         | 37.76 | 453.12           |
| Project Accountant                                      | 7                | HOURS | 4          | 28.41 | 113.64           |
| Project Manager   | 3                | HOURS | 4          | 85.26 | 341.04           |
| Project Scientist                                       | 6                | HOURS | 64         | 42.83 | 2,741.12         |
| Senior Consultant                                       | 4                | HOURS | 12         | 66.52 | 798.24           |
| Task Manager  | 6                | HOURS | 4          | 52.45 | 209.80           |
| Technical Editor  | 7                | HOURS | 12         | 33.86 | 406.32           |
| Word Processor  | 19               | HOURS | 8          | 28.58 | 228.64           |
| <b>Subtotal for Labor</b>                               |                  |       | <b>136</b> |       | <b>5,687.60</b>  |
| Total Overhead  |                  |       |            |       | 8,005.30         |
| <b>Subtotal for Overhead</b>                            |                  |       |            |       | <b>8,005.30</b>  |
| <b>Subtotal for Labor</b>                               |                  |       | <b>136</b> |       | <b>13,692.90</b> |
| <b>Subtotal for Labor and Overhead</b>                  |                  |       |            |       | <b>13,692.90</b> |
| SCO to SANBAG (roundtrip)                               |                  |       |            |       |                  |
|   |                  | MILES | 110        | 0.55  | 60.50            |
| <b>Subtotal for Travel</b>                              |                  |       |            |       | <b>60.50</b>     |
| <b>Subtotal for Costs</b>                               |                  |       |            |       | <b>13,753.40</b> |
| Profit/Fee on Labor                                     |                  |       |            |       | 1,369.02         |
| <b>Subtotal for Profit/Fee</b>                          |                  |       |            |       | <b>1,369.02</b>  |
| <b>Subtotal for Markups</b>                             |                  |       |            |       | <b>1,369.02</b>  |
| <b>Subtotal for NE.02 - Natural Environmental Study</b> |                  |       |            |       | <b>15,122.42</b> |
| <b>Task NE.03 - Initial Site Assessment</b>             |                  |       |            |       |                  |
| Administrative Support                                  | 19               | HOURS | 16         | 24.73 | 395.68           |
| GIS   | 7                | HOURS | 12         | 37.76 | 453.12           |
| Project Accountant                                      | 7                | HOURS | 4          | 28.41 | 113.64           |
| Project Manager   | 3                | HOURS | 2          | 85.26 | 170.52           |

|                   |    |                           |            |       |                 |
|-------------------|----|---------------------------|------------|-------|-----------------|
| Project Scientist | 6  | HOURS                     | 80         | 43.06 | 3,444.80        |
| Senior Scientist  | 5  | HOURS                     | 24         | 56.82 | 1,363.68        |
| Task Manager      | 6  | HOURS                     | 4          | 52.45 | 209.80          |
| Technical Editor  | 7  | HOURS                     | 12         | 33.86 | 406.32          |
| Word Processor    | 19 | HOURS                     | 8          | 28.58 | 228.64          |
|                   |    | <b>Subtotal for Labor</b> | <b>162</b> |       | <b>6,786.20</b> |

|                |  |  |            |  |                  |
|----------------|--|--|------------|--|------------------|
| Total Overhead |  |  |            |  | 9,551.59         |
|                |  | <b>Subtotal for Overhead</b>           |            |  | <b>9,551.59</b>  |
|                |  | <b>Subtotal for Labor</b>              | <b>162</b> |  | <b>16,337.79</b> |
|                |  | <b>Subtotal for Labor and Overhead</b> |            |  | <b>16,337.79</b> |

29-Sep-2009 10:02:44 PM

Page 1 of 4

**Palm NEPA Services****Total Price Detail**

Chargeable Tasks, All Budgets, without Budget Subtotals, without Period  
Subtotals, without Estimating Frequency Subtotals



| Description   | Per Diem Code | Unit    | Quantity | Rate   | Price            |
|---|---------------|---------|----------|--------|------------------|
| EDR - Report  |               | DOLLARS | 1        | 600.00 | 600.00           |
| <b>Subtotal for Other Direct Expenses</b>                         |               |         |          |        | <b>600.00</b>    |
| SCO to SANBAG (roundtrip)   |               | MILES   | 220      | 0.55   | 121.00           |
| <b>Subtotal for Travel</b>  |               |         |          |        | <b>121.00</b>    |
| <b>Subtotal for Costs</b>   |               |         |          |        | <b>17,058.79</b> |
| Profit/Fee on Labor   |               |         |          |        | 1,633.43         |
| <b>Subtotal for Profit/Fee</b>                                    |               |         |          |        | <b>1,633.43</b>  |
| <b>Subtotal for Markups</b>                                       |               |         |          |        | <b>1,633.43</b>  |
| <b>Subtotal for NE.03 - Initial Site Assessment</b>               |               |         |          |        | <b>18,692.22</b> |
| <b>Task NE.04 - Air Quality Conformity Analysis</b>               |               |         |          |        |                  |
| Administrative Support  | 19            | HOURS   | 8        | 24.73  | 197.84           |
| Project Accountant  | 7             | HOURS   | 4        | 28.41  | 113.64           |
| Project Manager   | 3             | HOURS   | 4        | 85.26  | 341.04           |
| Senior Consultant   | 3             | HOURS   | 6        | 84.69  | 508.14           |
| Staff Engineer  | 6             | HOURS   | 32       | 43.05  | 1,377.60         |
| Task Manager  | 6             | HOURS   | 4        | 52.45  | 209.80           |
| Technical Editor  | 7             | HOURS   | 12       | 33.86  | 406.32           |
| Word Processor  | 19            | HOURS   | 8        | 28.58  | 228.64           |
| <b>Subtotal for Labor</b>   |               |         |          |        | <b>3,383.02</b>  |
| Total Overhead  |               |         |          |        | 4,761.60         |
| <b>Subtotal for Overhead</b>                                      |               |         |          |        | <b>4,761.60</b>  |
| <b>Subtotal for Labor</b>   |               |         |          |        | <b>78</b>        |
| <b>Subtotal for Labor and Overhead</b>                            |               |         |          |        | <b>8,144.62</b>  |
| SCO to SANBAG (roundtrip)   |               | MILES   | 110      | 0.55   | 60.50            |
| <b>Subtotal for Travel</b>  |               |         |          |        | <b>60.50</b>     |
| <b>Subtotal for Costs</b>   |               |         |          |        | <b>8,205.12</b>  |
| Profit/Fee on Labor   |               |         |          |        | 814.58           |
| <b>Subtotal for Profit/Fee</b>                                    |               |         |          |        | <b>814.58</b>    |
| <b>Subtotal for Markups</b>                                       |               |         |          |        | <b>814.58</b>    |
| <b>Subtotal for NE.04 - Air Quality Conformity Analysis</b>       |               |         |          |        | <b>9,019.70</b>  |
| <b>Task NE.05 - Historic and Archaeological Resources Reports</b> |               |         |          |        |                  |
| Contracts   | 5             | HOURS   | 8        | 52.21  | 417.68           |
| Project Accountant  | 7             | HOURS   | 4        | 28.41  | 113.64           |
| Project Manager   | 3             | HOURS   | 2        | 85.26  | 170.52           |
| Senior Consultant   | 4             | HOURS   | 8        | 63.02  | 504.16           |
| Task Manager  | 6             | HOURS   | 4        | 52.45  | 209.80           |
| <b>Subtotal for Labor</b>   |               |         |          |        | <b>1,415.80</b>  |
| Total Overhead  |               |         |          |        | 1,992.74         |
| <b>Subtotal for Overhead</b>                                      |               |         |          |        | <b>1,992.74</b>  |
| <b>Subtotal for Labor</b>   |               |         |          |        | <b>26</b>        |
| <b>Subtotal for Labor and Overhead</b>                            |               |         |          |        | <b>3,408.54</b>  |
| Applied Earthworks  |               | DOLLARS | 60,013   | 1.00   | 60,013.00        |
| <b>Subtotal for Subcontract</b>                                   |               |         |          |        | <b>60,013.00</b> |
| <b>Subtotal for Costs</b>   |               |         |          |        | <b>63,421.54</b> |

|   |                                |  |  |  |                  |
|---|--------------------------------|--|--|--|------------------|
| Profit/Fee on Labor   |                                |  |  |  | 340.88           |
|   | <b>Subtotal for Profit/Fee</b> |  |  |  | <b>340.88</b>    |
|   | <b>Subtotal for Markups</b>    |  |  |  | <b>340.88</b>    |
| <b>Subtotal for NE.05 - Historic and Archaeological Resources</b> |                                |  |  |  |                  |
| <b>Reports</b>  |                                |  |  |  | <b>63,762.42</b> |

**Task NE.06 - Section 4(f) Evaluation**

|                    |   |       |    |       |        |
|--------------------|---|-------|----|-------|--------|
| GIS                | 7 | HOURS | 4  | 37.76 | 151.04 |
| Planner            | 7 | HOURS | 16 | 33.37 | 533.92 |
| Project Accountant | 7 | HOURS | 2  | 28.41 | 56.82  |
| Project Manager    | 3 | HOURS | 2  | 85.26 | 170.52 |
| Senior Consultant  | 4 | HOURS | 4  | 63.02 | 252.08 |

29-Sep-2009 10:02:44 PM

Page 2 of 4

**Palm NEPA Services****Total Price Detail**

Chargeable Tasks, All Budgets, without Budget Subtotals, without Period  
Subtotals, without Estimating Frequency Subtotals

**CH2MHILL**

| Description  | Per Diem<br>Code | Unit  | Quantity   | Rate  | Price            |
|--|------------------|-------|------------|-------|------------------|
| Task Manager   | 6                | HOURS | 8          | 52.45 | 419.60           |
| Technical Editor   | 7                | HOURS | 4          | 33.86 | 135.44           |
| <b>Subtotal for Labor</b>  |                  |       | <b>40</b>  |       | <b>1,719.42</b>  |
| Total Overhead   |                  |       |            |       | 2,420.08         |
| <b>Subtotal for Overhead</b>                                     |                  |       |            |       | <b>2,420.08</b>  |
| <b>Subtotal for Labor</b>  |                  |       | <b>40</b>  |       | <b>4,139.50</b>  |
| <b>Subtotal for Labor and Overhead</b>                           |                  |       |            |       | <b>4,139.50</b>  |
| SCO to SANBAG (roundtrip)  |                  | MILES | 110        | 0.55  | 60.50            |
| <b>Subtotal for Travel</b>                                       |                  |       |            |       | <b>60.50</b>     |
| <b>Subtotal for Costs</b>  |                  |       |            |       | <b>4,200.00</b>  |
| Profit/Fee on Labor  |                  |       |            |       | 413.92           |
| <b>Subtotal for Profit/Fee</b>                                   |                  |       |            |       | <b>413.92</b>    |
| <b>Subtotal for Markups</b>                                      |                  |       |            |       | <b>413.92</b>    |
| <b>Subtotal for NE.06 - Section 4(f) Evaluation</b>              |                  |       |            |       | <b>4,613.92</b>  |
| <b>Task NE.07 - Abbreviated Visual Impact Assessment</b>         |                  |       |            |       |                  |
| Graphic Specialist   | 11               | HOURS | 48         | 42.57 | 2,043.36         |
| Planner  | 7                | HOURS | 80         | 36.87 | 2,949.60         |
| Project Accountant   | 7                | HOURS | 4          | 28.41 | 113.64           |
| Project Manager  | 3                | HOURS | 2          | 85.26 | 170.52           |
| Senior Consultant  | 4                | HOURS | 16         | 64.84 | 1,037.44         |
| Senior Planner   | 5                | HOURS | 48         | 54.30 | 2,606.40         |
| Task Manager   | 6                | HOURS | 2          | 52.45 | 104.90           |
| Technical Editor   | 7                | HOURS | 8          | 33.86 | 270.88           |
| Word Processor   | 19               | HOURS | 4          | 28.58 | 114.32           |
| <b>Subtotal for Labor</b>  |                  |       | <b>212</b> |       | <b>9,411.06</b>  |
| Total Overhead   |                  |       |            |       | 13,246.08        |
| <b>Subtotal for Overhead</b>                                     |                  |       |            |       | <b>13,246.08</b> |
| <b>Subtotal for Labor</b>  |                  |       | <b>212</b> |       | <b>22,657.14</b> |
| <b>Subtotal for Labor and Overhead</b>                           |                  |       |            |       | <b>22,657.14</b> |
| SCO to SANBAG (roundtrip)  |                  | MILES | 220        | 0.55  | 121.00           |
| <b>Subtotal for Travel</b>                                       |                  |       |            |       | <b>121.00</b>    |
| <b>Subtotal for Costs</b>  |                  |       |            |       | <b>22,778.14</b> |
| Profit/Fee on Labor  |                  |       |            |       | 2,265.80         |
| <b>Subtotal for Profit/Fee</b>                                   |                  |       |            |       | <b>2,265.80</b>  |
| <b>Subtotal for Markups</b>                                      |                  |       |            |       | <b>2,265.80</b>  |
| <b>Subtotal for NE.07 - Abbreviated Visual Impact Assessment</b> |                  |       |            |       | <b>25,043.94</b> |
| <b>Task NE.08 - Preliminary Environmental Study</b>              |                  |       |            |       |                  |
| GIS  | 7                | HOURS | 4          | 37.76 | 151.04           |
| Planner  | 7                | HOURS | 16         | 33.37 | 533.92           |
| Project Accountant   | 7                | HOURS | 2          | 28.41 | 56.82            |
| Project Manager  | 3                | HOURS | 2          | 85.26 | 170.52           |
| Task Manager   | 6                | HOURS | 12         | 52.45 | 629.40           |
| <b>Subtotal for Labor</b>  |                  |       | <b>36</b>  |       | <b>1,541.70</b>  |
| Total Overhead   |                  |       |            |       | 2,169.94         |
| <b>Subtotal for Overhead</b>                                     |                  |       |            |       | <b>2,169.94</b>  |

|                                 |    |          |
|---------------------------------|----|----------|
| Subtotal for Labor              | 36 | 3,711.64 |
| Subtotal for Labor and Overhead |    | 3,711.64 |
| Subtotal for Costs              |    | 3,711.64 |

|                     |  |        |
|---------------------|--|--------|
| Profit/Fee on Labor |  | 371.14 |
|---------------------|--|--------|

|                         |  |        |
|-------------------------|--|--------|
| Subtotal for Profit/Fee |  | 371.14 |
|-------------------------|--|--------|

|                      |  |        |
|----------------------|--|--------|
| Subtotal for Markups |  | 371.14 |
|----------------------|--|--------|

|  |  |          |
|--|--|----------|
| Subtotal for NE.08 - Preliminary Environmental Study |  | 4,082.78 |
|--|--|----------|

**Task NE.09 - Project Report**

|                 |   |       |   |       |        |
|-----------------|---|-------|---|-------|--------|
| Planner         | 7 | HOURS | 8 | 33.37 | 266.96 |
| Project Manager | 3 | HOURS | 2 | 85.26 | 170.52 |

29-Sep-2009 10:02:44 PM

Page 3 of 4

**Palm NEPA Services****Total Price Detail**

Chargeable Tasks, All Budgets, without Budget Subtotals, without Period  
Subtotals, without Estimating Frequency Subtotals

**CH2MHILL**

| Description                                  | Per Diem Code | Unit   | Quantity   | Rate  | Price             |
|--|---------------|--|------------|-------|-------------------|
| Task Manager                                 | 6             | HOURS  | 4          | 52.45 | 209.80            |
|  |               | <b>Subtotal for Labor</b>                            | <b>14</b>  |       | <b>647.28</b>     |
| Total Overhead                               |               |  |            |       | 911.05            |
|  |               | <b>Subtotal for Overhead</b>                         |            |       | <b>911.05</b>     |
|  |               | <b>Subtotal for Labor</b>                            | <b>14</b>  |       | <b>1,558.33</b>   |
|  |               | <b>Subtotal for Labor and Overhead</b>               |            |       | <b>1,558.33</b>   |
|  |               | <b>Subtotal for Costs</b>                            |            |       | <b>1,558.33</b>   |
| Profit/Fee on Labor                          |               |  |            |       | 155.81            |
|  |               | <b>Subtotal for Profit/Fee</b>                       |            |       | <b>155.81</b>     |
|  |               | <b>Subtotal for Markups</b>                          |            |       | <b>155.81</b>     |
|  |               | <b>Subtotal for NE.09 - Project Report</b>           |            |       | <b>1,714.14</b>   |
| <b>Task NE.10 - Environmental Permitting</b> |               |  |            |       |                   |
| GIS  | 7             | HOURS  | 12         | 37.76 | 453.12            |
| Planner                                      | 7             | HOURS  | 124        | 33.37 | 4,137.88          |
| Project Accountant                           | 7             | HOURS  | 4          | 28.41 | 113.64            |
| Project Manager                              | 3             | HOURS  | 8          | 85.26 | 682.08            |
| Senior Consultant                            | 4             | HOURS  | 60         | 66.52 | 3,991.20          |
| Task Manager                                 | 6             | HOURS  | 32         | 52.45 | 1,678.40          |
| Technical Editor                             | 7             | HOURS  | 20         | 33.86 | 677.20            |
| Word Processor                               | 19            | HOURS  | 12         | 28.58 | 342.96            |
|  |               | <b>Subtotal for Labor</b>                            | <b>272</b> |       | <b>12,076.48</b>  |
| Total Overhead                               |               |  |            |       | 16,997.66         |
|  |               | <b>Subtotal for Overhead</b>                         |            |       | <b>16,997.66</b>  |
|  |               | <b>Subtotal for Labor</b>                            | <b>272</b> |       | <b>29,074.14</b>  |
|  |               | <b>Subtotal for Labor and Overhead</b>               |            |       | <b>29,074.14</b>  |
| SCO to SANBAG                                |               | MILES  | 110        | 0.55  | 60.50             |
|  |               | <b>Subtotal for Travel</b>                           |            |       | <b>60.50</b>      |
|  |               | <b>Subtotal for Costs</b>                            |            |       | <b>29,134.64</b>  |
| Profit/Fee on Labor                          |               |  |            |       | 2,907.10          |
|  |               | <b>Subtotal for Profit/Fee</b>                       |            |       | <b>2,907.10</b>   |
|  |               | <b>Subtotal for Markups</b>                          |            |       | <b>2,907.10</b>   |
|  |               | <b>Subtotal for NE.10 - Environmental Permitting</b> |            |       | <b>32,041.74</b>  |
|  |               | <b>Subtotal for NE</b>                               |            |       | <b>182,541.56</b> |
|  |               | <b>Grand Total</b>                                   |            |       | <b>182,541.56</b> |

**CH2M HILL**  
**Palm Avenue Grade Separation**  
**FINAL DESIGN SERVICES (PS&E)**

|                               |        |       |    |         |
|-------------------------------|--------|-------|----|---------|
| <b>DIRECT LABOR SUBTOTALS</b> | 10,804 | Hours | \$ | 574,817 |
|-------------------------------|--------|-------|----|---------|

|                                  |    |         |
|----------------------------------|----|---------|
| <b><u>DIRECT LABOR TOTAL</u></b> | \$ | 574,817 |
|----------------------------------|----|---------|

|            |          |    |         |
|------------|----------|----|---------|
| OVERHEAD @ | 140.745% | \$ | 809,027 |
|------------|----------|----|---------|

|  |    |           |
|--|----|-----------|
| <b><u>TOTAL LABOR &amp; OVERHEAD</u></b> | \$ | 1,383,844 |
|--|----|-----------|

**OTHER DIRECT COSTS (ODC's):**

|  |    |        |
|--|----|--------|
| <b><u>TOTAL OTHER DIRECT COSTS</u></b> | \$ | 26,740 |
|--|----|--------|

|   |    |         |
|---|----|---------|
| <b><u>FEE (10% OF LABOR &amp; OVERHEAD)</u></b> | \$ | 138,384 |
|---|----|---------|

|                                     |    |           |
|-------------------------------------|----|-----------|
| <b><u>TOTAL CH2M HILL COSTS</u></b> | \$ | 1,548,968 |
|-------------------------------------|----|-----------|

**SUBCONSULTANTS:**

|                        |                            |    |           |
|------------------------|----------------------------|----|-----------|
| Applied Eathworks      | Environmental              | \$ | -         |
| Advantec               | St Lights, Traffic Signals | \$ | 42,000.00 |
| SafeProbe              | Potholing                  | \$ | 20,000.00 |
| Coast Surveying        | Survey and R/W             | \$ | 41,500.00 |
| RailPros               | Rail Design                | \$ | -         |
| Geotechnical           | Drill Rig and Lab          | \$ | 9,500.00  |
| STB                    | Landscaping                | \$ | 16,800.00 |
| Railroad Public Projec | C&M Agreement              | \$ | 11,000.00 |

|   |    |         |
|---|----|---------|
| <b><u>TOTAL SUBCONSULTANT COSTS</u></b> | \$ | 140,800 |
|---|----|---------|

|                           |  |                    |
|---------------------------|--|--------------------|
| <b><u>TOTAL COSTS</u></b> |  | <b>\$1,689,768</b> |
|---------------------------|--|--------------------|

**Palm Avenue Grade Separation  
for  
SANBAG**



**FINAL DESIGN SERVICES (PS&E)**

Date 30-Sep-09

Revision No.

2

| <b>FEE SUMMARY</b> |  |                        |                     |
|--------------------|--|------------------------|---------------------|
| <b>TASK</b>        | <b>PHASE</b>                                     | <b>CH2M HILL HOURS</b> | <b>FEE</b>          |
| <b>340</b>         | <b>PHASE II-FINAL DESIGN SERVICES (PS&amp;E)</b> |                        |                     |
| <b>2.1</b>         | <b>35% PSE SUBMITTAL</b>                         | <b>2,360</b>           | <b>\$ 368,296</b>   |
| <b>2.2A</b>        | <b>65% PSE SUBMITTAL</b>                         | <b>3,549</b>           | <b>\$ 550,331</b>   |
| <b>2.2B</b>        | <b>95% and 100% PSE SUBMITTAL</b>                | <b>4,033</b>           | <b>\$ 596,559</b>   |
|                    | <b>Subtotal</b>                                  | <b>9,942</b>           | <b>\$ 1,515,185</b> |
| <b>350</b>         | <b>RIGHT OF WAY ENGINEERING SERVICES</b>         | <b>80</b>              | <b>\$ 42,522</b>    |
| <b>600</b>         | <b>PROJECT MANAGEMENT</b>                        | <b>782</b>             | <b>\$ 132,061</b>   |
|                    | <b>TOTAL</b>                                     | <b>10,804</b>          | <b>\$ 1,689,768</b> |

**CH2M HILL**  
**Palm Avenue Grade Separation**  
**Final Design Services (PS&E)**

|   | STAFF TITLE            | TOTAL HOURS |   | HOURLY RATE | LABOR COSTS |
|---|------------------------|-------------|---|-------------|-------------|
| 1 | Principal              | 16          | @ | \$94.42     | \$ 1,511    |
| 2 | Project Manager        | 1347        | @ | \$83.62     | \$ 112,636  |
| 5 | Task Manager           | 1276        | @ | \$72.00     | \$ 91,872   |
| 3 | Senior Consultant      | 1031        | @ | \$62.61     | \$ 64,549   |
| 4 | Project Engineer       | 1935        | @ | \$57.13     | \$ 110,547  |
| 6 | Associate Engineer     | 2066        | @ | \$45.02     | \$ 93,011   |
| 7 | Tech/CADD/Graphics/GIS | 2359        | @ | \$33.54     | \$ 79,121   |
| 8 | Office/Accounting      | 774         | @ | \$27.87     | \$ 21,571   |

DIRECT LABOR SUBTOTALS 10,804 \$ 574,817

**DIRECT LABOR TOTAL** \$ 574,817

OVERHEAD @ 140.745% \$ 809,027

**TOTAL LABOR & OVERHEAD** \$ 1,383,844

**OTHER DIRECT COSTS (ODC's):**

|                         |        |            |       |    |        |
|-------------------------|--------|------------|-------|----|--------|
| Production Copier       | 0      | \$0.04     | ea    | \$ | -      |
| Outside Repro Services  | 14,950 | \$1.00     | LS    | \$ | 14,950 |
| Postage & Freight       | 86     | \$15.00    | ea    | \$ | 1,290  |
| Traffic Data Collection | 2      | \$1,500.00 | ea    |    |        |
| Mileage                 | 4,182  | \$0.550    | miles | \$ | 2,300  |
| Rental Car & Gas        | 0      | \$80.000   | day   | \$ | -      |
| Travel Expenses         | 3,000  | \$1.00     | LS    | \$ | 3,000  |
| Report Copies           | 4      | \$300.00   | LS    | \$ | 1,200  |
| Permit Fees             | 4      | \$1,000.00 | LS    | \$ | 4,000  |

**TOTAL OTHER DIRECT COSTS** \$ 26,740

**FEE (10% OF LABOR & OVERHEAD)** \$ 138,384

**TOTAL CH2M HILL COSTS** \$ 1,548,968

**SUBCONSULTANTS:**

|                          |                            |             |
|--------------------------|----------------------------|-------------|
| Applied Earthworks       | Environmental              | \$0.00      |
| Advantec                 | St Lights, Traffic Signals | \$42,000.00 |
| SafeProbe                | Potholing                  | \$20,000.00 |
| Coast Surveying          | Survey and R/W             | \$41,500.00 |
| RailPros                 | Rail Design                | \$0.00      |
| Geotechnical             | Drill Rig and Lab          | \$9,500.00  |
| STB                      | Landscaping                | \$16,800.00 |
| Railroad Public Projects | C&M Agreement              | \$11,000.00 |

**TOTAL SUBCONSULTANT COSTS** \$ 140,800

**TOTAL COSTS** \$1,689,768

**CH2M HILL**  
**Palm Avenue Grade Separation**  
**Preliminary Engineering Design Services-35% PS&E**

|   | STAFF TITLE            | TOTAL HOURS |   | HOURLY RATE | LABOR COSTS |
|---|------------------------|-------------|---|-------------|-------------|
| 1 | Principal              | 0           | @ | \$94.42     |             |
| 2 | Project Manager        | 200         | @ | \$83.62     | \$16,723.92 |
| 5 | Task Manager           | 260         | @ | \$72.00     | \$18,720.00 |
| 3 | Senior Consultant      | 227         | @ | \$62.61     | \$14,212.02 |
| 4 | Project Engineer       | 475         | @ | \$57.13     | \$27,136.75 |
| 6 | Associate Engineer     | 569         | @ | \$45.02     | \$25,616.38 |
| 7 | Tech/CADD/Graphics/GIS | 535         | @ | \$33.54     | \$17,943.90 |
| 8 | Office/Accounting      | 94          | @ | \$27.87     | \$2,619.78  |

DIRECT LABOR SUBTOTALS 2,360 \$122,972.75

**DIRECT LABOR TOTAL \$122,972.75**

OVERHEAD @ 140.745% \$173,077.99

**TOTAL LABOR & OVERHEAD \$296,050.74**

**OTHER DIRECT COSTS (ODC's):**

|                         |       |            |       |            |
|-------------------------|-------|------------|-------|------------|
| Production Copier       | 0     | \$0.04     | ea    |            |
| Outside Repro Services  | 3,450 | \$1.00     | LS    | \$3,450.00 |
| Postage & Freight       | 10    | \$15.00    | ea    | \$150.00   |
| Traffic Data Collection | 1     | \$1,500.00 | ea    |            |
| Mileage                 | 800   | \$0.550    | miles | \$440.00   |
| Rental Car & Gas        | 0     | \$80.000   | day   |            |
| Travel Expenses         | 500   | \$1.00     | LS    | \$500.00   |
| Report Copies           | 2     | \$300.00   | LS    | \$600.00   |
| Permit Fees             | 2     | \$1,000.00 | LS    | \$2,000.00 |

**TOTAL OTHER DIRECT COSTS \$7,140.00**

**FEE (10% OF LABOR & OVERHEAD) \$29,605.07**

**TOTAL CH2M HILL COSTS \$332,795.81**

**SUBCONSULTANTS:**

|                          |                            |             |
|--------------------------|----------------------------|-------------|
| Applied Eathworks        | Environmental              | \$0.00      |
| Advantec                 | St Lights, Traffic Signals | \$11,000.00 |
| SafeProbe                | Potholing                  | \$0.00      |
| Coast Surveying          | Survey and R/W             | \$10,000.00 |
| RailPros                 | Rail Design                | \$0.00      |
| Geotechnical             | Drill Rig and Lab          | \$9,500.00  |
| STB                      | Landscaping                | \$5,000.00  |
| Railroad Public Projects | C&M Agreement              | 0           |

**TOTAL SUBCONSULTANT COSTS \$35,500.00**

**TOTAL COSTS \$368,295.81**

**CH2M HILL**  
**Palm Avenue Grade Separation**  
**Intermediate Design Services-65% PS&E**

|   | STAFF TITLE        | TOTAL HOURS |   | HOURLY RATE | LABOR COSTS |
|---|--------------------|-------------|---|-------------|-------------|
| 1 | Principal          | 0           | @ | \$94.42     |             |
| 2 | Project Manager    | 412         | @ | \$83.62     | \$34,451.28 |
| 5 | Task Manager       | 429         | @ | \$72.00     | \$30,888.00 |
| 3 | Senior Consultant  | 361         | @ | \$62.61     | \$22,601.49 |
| 4 | Project Engineer   | 635         | @ | \$57.13     | \$36,277.55 |
| 6 | Associate Engineer | 683         | @ | \$45.02     | \$30,748.66 |
| 7 | CADD/Graphics/GIS  | 810         | @ | \$33.54     | \$27,167.40 |
| 8 | Office/Accounting  | 219         | @ | \$27.87     | \$6,103.53  |

DIRECT LABOR SUBTOTALS 3,549 \$188,237.90

**DIRECT LABOR TOTAL \$188,237.90**

OVERHEAD @ 140.745% \$264,935.44

**TOTAL LABOR & OVERHEAD \$453,173.34**

**OTHER DIRECT COSTS (ODC's):**

|                         |       |            |       |            |
|-------------------------|-------|------------|-------|------------|
| Production Copier       | 0     | \$0.04     | ea    |            |
| Outside Repro Services  | 5,000 | \$1.00     | LS    | \$5,000.00 |
| Postage & Freight       | 20    | \$15.00    | ea    | \$300.00   |
| Traffic Data Collection | 1     | \$1,500.00 | ea    |            |
| Mileage                 | 800   | \$0.550    | miles | \$440.00   |
| Rental Car & Gas        | 0     | \$80.000   | day   |            |
| Travel Expenses         | 1,000 | \$1.00     | LS    | \$1,000.00 |
| Report Copies           | 2     | \$300.00   | ea    | \$600.00   |
| Permit Fees             | 1     | \$1,000.00 | LS    | \$1,000.00 |

**TOTAL OTHER DIRECT COSTS \$8,340.00**

**FEE (10% OF LABOR & OVERHEAD) \$45,317.33**

**TOTAL CH2M HILL COSTS \$506,830.67**

**SUBCONSULTANTS:**

|                           |                            |             |
|---------------------------|----------------------------|-------------|
| Applied Earthworks        | Environmental              | \$0.00      |
| Advantec                  | St Lights, Traffic Signals | \$15,000.00 |
| SafeProbe                 | Potholing                  | \$20,000.00 |
| Coast Surveying           | Survey and R/W             | \$0.00      |
| RailPros                  | Rail Design                | \$0.00      |
| Geotechnical-Drilling/Lab |                            | \$0.00      |
| STB                       | Landscaping                | \$5,500.00  |
| Railroad Public Projects  | C&M Agreement              | \$ 3,000.00 |

**TOTAL SUBCONSULTANT COSTS \$43,500.00**

**TOTAL COSTS \$550,330.67**

**CH2M HILL**  
**Palm Avenue Grade Separation**  
**Final Design-100% PS&E**

|   | STAFF TITLE        | TOTAL HOURS |   | HOURLY RATE | LABOR COSTS |
|---|--------------------|-------------|---|-------------|-------------|
| 1 | Principal          | 0           | @ | \$94.42     |             |
| 2 | Project Manager    | 407         | @ | \$83.62     | \$34,033.18 |
| 5 | Task Manager       | 491         | @ | \$72.00     | \$35,352.00 |
| 3 | Senior Consultant  | 439         | @ | \$62.61     | \$27,484.91 |
| 4 | Project Engineer   | 671         | @ | \$57.13     | \$38,334.23 |
| 6 | Associate Engineer | 794         | @ | \$45.02     | \$35,745.88 |
| 7 | CADD/Graphics/GIS  | 990         | @ | \$33.54     | \$33,204.60 |
| 8 | Office/Accounting  | 241         | @ | \$27.87     | \$6,716.67  |
|   |                    |             |   |             |             |
|   |                    |             |   |             |             |

DIRECT LABOR SUBTOTALS 4,033 \$210,871.47

**DIRECT LABOR TOTAL \$210,871.47**

OVERHEAD @ 140.745% \$296,791.05

**TOTAL LABOR & OVERHEAD \$507,662.52**

**OTHER DIRECT COSTS (ODC's):**

|                         |       |            |       |            |
|-------------------------|-------|------------|-------|------------|
| Production Copier       | 0     | \$0.04     | ea    |            |
| Outside Repro Services  | 5,000 | \$1.00     | LS    | \$5,000.00 |
| Postage & Freight       | 26    | \$15.00    | ea    | \$390.00   |
| Traffic Data Collection |       | \$1,500.00 | ea    |            |
| Mileage                 | 800   | \$0.550    | miles | \$440.00   |
| Rental Car & Gas        | 0     | \$80.000   | day   |            |
| Travel Expenses         | 1,000 | \$1.00     | LS    | \$1,000.00 |
| Report Copies           | 0     | \$300.00   | ea    |            |
| Permit Fees             | 1     | \$1,000.00 | LS    | \$1,000.00 |

**TOTAL OTHER DIRECT COSTS \$7,830.00**

**FEE (10% OF LABOR & OVERHEAD) \$50,766.25**

**TOTAL CH2M HILL COSTS \$566,258.77**

**SUBCONSULTANTS:**

|                           |                            |             |
|---------------------------|----------------------------|-------------|
| Applied Eathworks         | Environmental              | \$0.00      |
| Advantec                  | St Lights, Traffic Signals | \$16,000.00 |
| SafeProbe                 | Potholing                  | \$0.00      |
| Coast Surveying           | Survey and R/W             | \$0.00      |
| RailPros                  | Rail Design                | \$0.00      |
| Geotechnical-Drilling/Lab |                            | \$0.00      |
| STB                       | Landscaping                | \$6,300.00  |
| Railroad Public Projects  | C&M Agreement              | \$ 8,000.00 |

**TOTAL SUBCONSULTANT COSTS \$30,300.00**

**TOTAL COSTS \$596,558.77**

**CH2M HILL**  
**Palm Avenue Grade Separation**  
**Project Management and Administration**

|   | STAFF TITLE        | TOTAL HOURS |   | HOURLY RATE | LABOR COSTS |
|---|--------------------|-------------|---|-------------|-------------|
| 1 | Principal          | 16          | @ | \$94.42     | \$1,510.74  |
| 2 | Project Manager    | 320         | @ | \$83.62     | \$26,758.27 |
| 5 | Task Manager       | 96          | @ | \$72.00     | \$6,912.00  |
| 3 | Senior Consultant  | 0           | @ | \$62.61     |             |
| 4 | Project Engineer   | 134         | @ | \$57.13     | \$7,655.42  |
| 6 | Associate Engineer | 0           | @ | \$45.02     |             |
| 7 | CADD/Graphics/GIS  | 0           | @ | \$33.54     |             |
| 8 | Office/Accounting  | 216         | @ | \$27.87     | \$6,019.92  |

DIRECT LABOR SUBTOTALS 782 \$48,856.35

**DIRECT LABOR TOTAL \$48,856.35**

OVERHEAD @ 140.745% \$68,762.88

**TOTAL LABOR & OVERHEAD \$117,619.23**

**OTHER DIRECT COSTS (ODC's):**

|                         |       |            |       |            |
|-------------------------|-------|------------|-------|------------|
| Production Copier       | 0     | \$0.04     | ea    |            |
| Outside Repro Services  | 1,000 | \$1.00     | LS    | \$1,000.00 |
| Postage & Freight       | 20    | \$15.00    | ea    | \$300.00   |
| Traffic Data Collection |       | \$1,500.00 | ea    |            |
| Mileage                 | 1,600 | \$0.550    | miles | \$880.00   |
| Rental Car & Gas        | 0     | \$80.000   | day   |            |
| Travel Expenses         | 500   | \$1.00     | LS    | \$500.00   |
| Report Copies           |       | \$300.00   | ea    |            |
| Permit Fees             | -     | \$1,000.00 | LS    |            |

**TOTAL OTHER DIRECT COSTS \$2,680.00**

**FEE (10% OF LABOR & OVERHEAD) \$11,761.92**

**TOTAL CH2M HILL COSTS \$132,061.15**

**SUBCONSULTANTS:**

|                           |                            |        |
|---------------------------|----------------------------|--------|
| Applied Earthworks        | Environmental              | \$0.00 |
| Advantec                  | St Lights, Traffic Signals | \$0.00 |
| SafeProbe                 | Potholing                  | \$0.00 |
| Coast Surveying           | Survey and R/W             | \$0.00 |
| RailPros                  | Rail Design                | \$0.00 |
| Geotechnical-Drilling/Lab |                            | \$0.00 |
| STB                       | Landscaping                | \$0.00 |
| Railroad Public Projects  | C&M Agreement              | \$0.00 |

**TOTAL SUBCONSULTANT COSTS \$0.00**

**TOTAL COSTS \$132,061.15**

**CH2M HILL**  
**Palm Avenue Grade Separation**  
**Right of Way Engineering Services**

| STAFF TITLE          | TOTAL HOURS | HOURLY RATE | LABOR COSTS |
|----------------------|-------------|-------------|-------------|
| 1 Principal          | 0 @         | \$94.42     |             |
| 2 Project Manager    | 8 @         | \$83.62     | \$668.96    |
| 5 Task Manager       | 0 @         | \$72.00     |             |
| 3 Senior Consultant  | 4 @         | \$62.61     | \$250.43    |
| 4 Project Engineer   | 20 @        | \$57.13     | \$1,142.60  |
| 6 Associate Engineer | 20 @        | \$45.02     | \$900.40    |
| 7 CADD/Graphics/GIS  | 24 @        | \$33.54     | \$804.96    |
| 8 Office/Accounting  | 4 @         | \$27.87     | \$111.48    |
|                      |             |             |             |
|                      |             |             |             |

DIRECT LABOR SUBTOTALS 80 \$3,878.83

**DIRECT LABOR TOTAL \$3,878.83**

OVERHEAD @ 140.745% \$5,459.26

**TOTAL LABOR & OVERHEAD \$9,338.09**

**OTHER DIRECT COSTS (ODC's):**

|                         |     |            |       |          |
|-------------------------|-----|------------|-------|----------|
| Production Copier       | 0   | \$0.04     | ea    |          |
| Outside Repro Services  | 500 | \$1.00     | LS    | \$500.00 |
| Postage & Freight       | 10  | \$15.00    | ea    | \$150.00 |
| Traffic Data Collection |     | \$1,500.00 | ea    |          |
| Mileage                 | 182 | \$0.550    | miles | \$100.00 |
| Rental Car & Gas        | 0   | \$80.000   | day   |          |
| Travel Expenses         |     | \$1.00     | LS    |          |
| Report Copies           | 0   | \$300.00   | ea    |          |
| Permit Fees             |     | \$1,000.00 | LS    |          |

**TOTAL OTHER DIRECT COSTS \$750.00**

**FEE (10% OF LABOR & OVERHEAD) \$933.81**

**TOTAL CH2M HILL COSTS \$11,021.90**

**SUBCONSULTANTS:**

|                          |                            |             |
|--------------------------|----------------------------|-------------|
| Applied Earthworks       | Environmental              | \$0.00      |
| Advantec                 | St Lights, Traffic Signals | \$0.00      |
| SafeProbe                | Potholing                  | \$0.00      |
| Coast Surveying          | Survey and R/W             | \$31,500.00 |
| RailPros                 | Rail Design                | \$0.00      |
| Geotechnical             | Drill Rig and Lab          | \$0.00      |
| STB                      | Landscaping                | \$0.00      |
| Railroad Public Projects | C&M Agreement              | \$0.00      |

**TOTAL SUBCONSULTANT COSTS \$31,500.00**

**TOTAL COSTS \$42,521.90**

| PHASE II - DESIGN SERVICES |  |      | HOURS BY CLASSIFICATION |                 |              |              |           |            |             |       |       |           |          | SUBCONSULTANTS |               |           |             | TOTAL           |                          |           |
|----------------------------|--|------|-------------------------|-----------------|--------------|--------------|-----------|------------|-------------|-------|-------|-----------|----------|----------------|---------------|-----------|-------------|-----------------|--------------------------|-----------|
| Task No.                   | WORK ITEM  | RATE | Principal               | Project Manager | Task Manager | Sr Proj Engr | Proj Engr | Assoc Engr | Tech / CADD | Admin | TOTAL |           |          |                | Avantec (Sub) | STB (Sub) | Coast (Sub) | SafeProbe (Sub) | RR Public Projects (Sub) | TOTAL     |
| 2.1                        | PRELIMINARY DESIGN SERVICES (35%)                              |      |                         |                 |              |              |           |            |             |       |       |           |          |                |               |           |             |                 |                          |           |
| 2.1.1                      | ROADWAY  |      |                         |                 |              |              |           |            |             |       |       |           |          |                |               |           |             |                 |                          |           |
|                            | General Sheets   |      | 4                       |                 | 5            | 8            | 12        | 16         | 20          | 5     |       |           |          |                |               |           |             |                 |                          |           |
|                            | Removal Plans  |      | 3                       |                 | 4            | 6            | 8         | 10         | 20          | 2     |       |           |          |                |               |           |             |                 |                          |           |
|                            | Roadway Plans  |      | 20                      |                 | 16           | 24           | 44        | 40         | 70          | 5     |       |           |          |                |               |           |             |                 |                          |           |
|                            | Grading and Drainage Plans                                     |      | 12                      |                 | 14           | 20           | 24        | 24         | 44          | 5     |       |           |          |                |               |           |             |                 |                          |           |
|                            | Water Quality Management Plan (WQMP) and BMP Plans             |      | 8                       |                 | 8            | 16           | 20        | 20         | 32          | 4     |       |           |          |                |               |           |             |                 |                          |           |
|                            | Stage Construction Plans                                       |      | 12                      |                 | 10           | 16           | 16        | 12         | 24          | 4     |       |           |          |                |               |           |             |                 |                          |           |
| 2.1.2                      | STRUCTURES   |      |                         |                 |              |              |           |            |             |       |       |           |          |                |               |           |             |                 |                          |           |
|                            | Retaining Wall Plans   |      | 4                       |                 | 20           | 8            | 28        | 24         | 20          | 2     |       |           |          |                |               |           |             |                 |                          |           |
|                            | Bridge Plans   |      | 36                      |                 | 140          | 80           | 210       | 200        | 210         | 36    |       |           |          |                |               |           |             |                 |                          |           |
| 2.1.3                      | TRAFFIC AND STREET LIGHTING                                    |      |                         |                 |              |              |           |            |             |       |       |           |          |                |               |           |             |                 |                          |           |
|                            | Traffic Handling Plans   |      | 4                       |                 | 8            | 12           | 24        | 24         | 12          | 4     |       |           |          |                |               |           |             |                 |                          |           |
|                            | Street Lighting Plans  |      | 1                       |                 | 1            | 4            | 4         | 4          | 4           | 1     |       |           |          |                |               |           |             |                 |                          |           |
|                            | Pavement Delineation Plans                                     |      | 2                       |                 | 1            | 4            | 4         | 8          | 6           | 1     |       |           |          |                |               |           |             |                 |                          |           |
|                            | Sign Plans   |      | 2                       |                 | 1            | 4            | 4         | 8          | 6           | 1     |       |           |          |                |               |           |             |                 |                          |           |
|                            | Traffic Signal Plan (Not Included)                             |      | 1                       |                 | 1            | 1            | 2         | 4          | 4           | 1     |       |           |          |                |               |           |             |                 |                          |           |
| 2.1.4                      | UTILITY IMPROVEMENTS   |      |                         |                 |              |              |           |            |             |       |       |           |          |                |               |           |             |                 |                          |           |
|                            | Existing Utility Plans   |      | 3                       |                 | 2            | 4            | 7         | 7          | 13          | 2     |       |           |          |                |               |           |             |                 |                          |           |
|                            | Sewer Plans  |      | 4                       |                 | 4            | 8            | 6         | 6          | 14          | 2     |       |           |          |                |               |           |             |                 |                          |           |
|                            | Water Plans  |      | 4                       |                 | 4            | 8            | 6         | 6          | 14          | 2     |       |           |          |                |               |           |             |                 |                          |           |
|                            | Utility Coordination   |      | 48                      |                 | 48           | 48           | 48        | 48         | 48          | 8     |       |           |          |                |               |           |             |                 |                          |           |
| 2.1.5                      | RAILROAD DESIGN (N/A)  |      |                         |                 |              |              |           |            |             |       |       |           |          |                |               |           |             |                 |                          |           |
|                            | Railroad Coordination  |      | 16                      |                 |              |              | 8         |            | 8           | 2     |       |           |          |                |               |           |             |                 |                          |           |
| 2.1.6                      | EROSION CONTROL AND LANDSCAPING                                |      |                         |                 |              |              |           |            |             |       |       |           |          |                |               |           |             |                 |                          |           |
|                            | Landscape/Erosion and Irrigation Plans                         |      | 2                       |                 | 1            |              |           | 4          |             | 1     |       |           |          |                |               |           |             |                 |                          |           |
| 2.1.7                      | QUANTITY AND COST ESTIMATES                                    |      |                         |                 |              |              |           |            |             |       |       |           |          |                |               |           |             |                 |                          |           |
|                            | PROPOSED ADDITIONAL SCOPE (Not included in the original scope) |      |                         |                 |              |              |           |            |             |       |       |           |          |                |               |           |             |                 |                          |           |
| 2.1.8                      | Geotechnical Plan  |      | 4                       |                 | 12           | 12           | 16        | 96         | 20          | 2     |       |           |          |                |               |           |             |                 |                          |           |
| 2.1.9                      | Design Surveys   |      | 4                       |                 | 1            |              |           | 4          | 4           | 1     |       |           |          |                |               |           |             |                 |                          |           |
|                            | Railroad Agreements (see 65%/100%)                             |      |                         |                 |              |              |           |            |             |       |       |           |          |                |               |           |             |                 |                          |           |
|                            | Subtotal   |      | 0                       | 200             | 260          | 227          | 475       | 569        | 535         | 94    | 2,360 | \$ 11,000 | \$ 5,000 | \$ 10,000      | \$            |           |             |                 |                          | \$ 26,000 |

| PHASE II - DESIGN SERVICES         |  |      | HOURS BY CLASSIFICATION |                 |              |              |           |            |           |       |       |  |  | SUBCONSULTANTS |                |           |             | TOTAL           |                          |           |
|------------------------------------|--|------|-------------------------|-----------------|--------------|--------------|-----------|------------|-----------|-------|-------|--|--|----------------|----------------|-----------|-------------|-----------------|--------------------------|-----------|
| Task No.                           | WORK ITEM  | RATE | Principal               | Project Manager | Task Manager | Sr Proj Engr | Proj Engr | Assoc Engr | Tech/CADD | Admin | TOTAL |  |  |                | Advantec (Sub) | STB (Sub) | Coast (Sub) | SafeProbe (Sub) | RR Public Projects (Sub) | TOTAL     |
| INTERMEDIATE DESIGN SERVICES (65%) |  |      |                         |                 |              |              |           |            |           |       |       |  |  |                |                |           |             |                 |                          |           |
| 2.2.1                              | ROADWAY  |      |                         |                 |              |              |           |            |           |       |       |  |  |                |                |           |             |                 |                          |           |
|                                    | General Sheets                                     |      | 7                       | 7               | 11           | 15           | 22        | 28         | 7         | 97    |       |  |  |                |                |           |             |                 |                          |           |
|                                    | Removal Plans                                      |      | 5                       | 5               | 9            | 11           | 14        | 28         | 2         | 74    |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Roadway Plans                                      | 305  | 24                      | 24              | 28           | 60           | 60        | 100        | 8         | 304   |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Grading and Drainage Plans                         |      | 16                      | 16              | 30           | 40           | 30        | 60         | 6         | 198   |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Water Quality Management Plan (WQMP) and BMP Plans |      | 8                       | 8               | 16           | 16           | 16        | 24         | 4         | 92    |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Stage Construction Plans                           |      | 20                      | 12              | 24           | 20           | 20        | 30         | 4         | 130   |       |  |  |                |                |           |             |                 |                          | \$        |
| 2.2.2                              | STRUCTURES   |      |                         |                 |              |              |           |            |           |       |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Retaining Wall Plans                               |      | 6                       | 38              | 11           | 39           | 28        | 24         | 3         | 149   |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Bridge Plans                                       | 1278 | 60                      | 220             | 80           | 180          | 335       | 330        | 74        | 1,279 |       |  |  |                |                |           |             |                 |                          | \$        |
| 2.2.3                              | TRAFFIC AND STREET LIGHTING                        |      |                         |                 |              |              |           |            |           |       |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Traffic Handling Plans                             |      | 6                       | 12              | 20           | 24           | 24        | 30         | 5         | 121   |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Street Lighting Plans                              |      | 1                       | 2               | 6            | 6            | 11        | 8          | 1         | 4     |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Pavement Delineation Plans                         |      | 3                       | 1               | 6            | 6            | 3         | 6          | 1         | 38    |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Sign Plans   |      | 1                       | 1               | 1            | 3            | 6         | 6          | 1         | 19    |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Traffic Signal Plan (Not Included)                 |      |                         |                 |              |              |           |            |           |       |       |  |  |                |                |           |             |                 |                          | \$        |
| 2.2.4                              | UTILITIES  |      |                         |                 |              |              |           |            |           |       |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Existing Utility Plans                             |      | 5                       | 2               | 5            | 9            | 9         | 18         | 3         | 51    |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Sewer Plans  |      | 4                       | 6               | 10           | 10           | 8         | 20         | 2         | 80    |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Water Plans  |      | 4                       | 6               | 10           | 10           | 8         | 20         | 2         | 80    |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Utility Coordination                               |      | 64                      | 6               | 24           | 24           | 40        | 8          | 8         | 96    |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Utility Polishing                                  |      | 4                       |                 |              |              |           |            | 2         | 10    |       |  |  |                |                |           |             |                 |                          | \$        |
| 2.2.5                              | LANDSCAPING  |      |                         |                 |              |              |           |            |           |       |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Landscaping/Erosion and Irrigation Plans           |      | 4                       | 1               |              | 4            |           | 4          | 2         | 15    |       |  |  |                |                |           |             |                 |                          | \$        |
| 2.2.6                              | RAILROAD Design (N/A)                              |      |                         |                 |              |              |           |            |           |       |       |  |  |                |                |           |             |                 |                          | \$        |
| 2.2.7                              | QUANTITIES AND COST ESTIMATES                      |      |                         |                 |              |              |           |            |           |       |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Cost Estimates                                     |      | 12                      | 16              |              |              | 40        | 4          | 4         | 72    |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Specifications                                     |      | 8                       | 8               | 60           | 20           | 40        | 40         | 40        | 136   |       |  |  |                |                |           |             |                 |                          | \$        |
| 2.2.8                              | PERMITS  |      |                         |                 |              |              |           |            |           |       |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Encroachment Permits                               |      | 4                       | 4               |              | 16           |           |            | 6         | 32    |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Construction and Maintenance Agreement             |      | 8                       |                 |              |              | 8         |            | 2         | 18    |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | PUC-Order to Construct                             |      | 10                      |                 |              | 8            |           |            | 2         | 20    |       |  |  |                |                |           |             |                 |                          | \$        |
| 2.2.9                              | COORDINATION                                       |      |                         |                 |              |              |           |            |           |       |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Agency Coordination                                |      | 72                      |                 |              | 24           |           |            | 6         | 102   |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Railroad Coordination                              |      | 36                      |                 |              | 24           |           |            | 6         | 96    |       |  |  |                |                |           |             |                 |                          | \$        |
| PUBLIC MEETINGS                    |  |      |                         |                 |              |              |           |            |           |       |       |  |  |                |                |           |             |                 |                          | \$        |
| 2.2.10                             | Public Meetings / Workshops                        |      | 16                      | 20              | 20           | 8            | 64        | 40         | 8         | 72    |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Presentation Exhibits                              |      | 4                       | 20              | 20           | 64           | 40        | 80         | 8         | 236   |       |  |  |                |                |           |             |                 |                          | \$        |
|                                    | Subtotal   |      | 412                     | 429             | 381          | 635          | 693       | 810        | 219       | 3,549 |       |  |  | \$ 15,000      | \$ 5,500       | \$        | \$ 20,000   | \$ 3,000        | \$                       | \$ 43,500 |

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| PHASE II - DESIGN SERVICES            |  |      | HOURS BY CLASSIFICATION |                 |              |              |           |           |           |       |  |  | SUBCONSULTANTS |  |  |  |  | TOTAL | Advanced (Sub) | STB (Sub) | Coast (Sub) | SafeProbe (Sub) | RR Public Projects (Sub) | TOTAL |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---------------------------------------|--|------|-------------------------|-----------------|--------------|--------------|-----------|-----------|-----------|-------|--|--|----------------|--|--|--|--|-------|----------------|-----------|-------------|-----------------|--------------------------|-------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Task No.                              | WORK ITEM  | RATE | Principal               | Project Manager | Task Manager | Sr Proj Engr | Proj Engr | Asst Engr | Tech/ CAD | Admin |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| FINAL DESIGN SERVICES (95% and FINAL) |  |      |                         |                 |              |              |           |           |           |       |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2.2.1                                 | ROADWAY  |      |                         |                 |              |              |           |           |           |       |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | General Sheets                                     |      |                         | 8               |              | 12           | 18        | 26        | 32        | 8     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Removal Plans                                      |      |                         | 5               |              | 10           | 13        | 16        | 32        | 3     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Roadway Plans                                      | 348  |                         | 30              |              | 40           | 60        | 80        | 120       | 8     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Grading and Drainage Plans                         |      |                         | 16              |              | 24           | 40        | 40        | 80        | 8     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Water Quality Management Plan (WQMP) and BMP Plans |      |                         | 4               |              |              |           |           |           |       |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Stage Construction Plans                           |      |                         | 20              |              | 10           | 20        | 20        | 20        | 8     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       |  |      |                         |                 |              | 16           | 24        | 20        | 40        | 4     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2.2.2                                 | STRUCTURES   |      |                         |                 |              |              |           |           |           |       |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Retaining Wall Plans                               |      |                         | 6               |              | 16           | 40        | 36        | 30        | 4     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Bridge Plans (incl Independent Check)              |      |                         | 64              |              | 260          | 200       | 380       | 380       | 80    |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2.2.3                                 | TRAFFIC AND STREET LIGHTING                        |      |                         |                 |              |              |           |           |           |       |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Traffic Handling Plans                             |      |                         | 7               |              | 4            | 4         | 8         | 6         | 1     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Street Lighting Plans                              |      |                         | 1               |              | 2            |           | 2         | 2         | 1     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Pavement Delineation Plans                         |      |                         | 3               |              | 8            | 12        | 8         | 14        | 2     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Sign Plans   |      |                         | 1               |              | 2            | 3         | 6         | 6         | 2     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Traffic Signal Plan (Not Included)                 |      |                         |                 |              |              |           |           |           |       |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2.2.4                                 | UTILITIES  |      |                         |                 |              |              |           |           |           |       |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Existing Utility Plans                             |      |                         | 5               |              | 9            | 13        | 10        | 18        | 3     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Sewer Plans  |      |                         | 6               |              | 12           | 12        | 12        | 24        | 4     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Water Plans  |      |                         | 6               |              | 12           | 12        | 12        | 24        | 4     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Utility Coordination                               |      |                         | 24              |              |              | 24        |           |           | 4     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2.2.5                                 | LANDSCAPING  |      |                         |                 |              |              |           |           |           |       |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Landscape/Erosion and Irrigation Plans             |      |                         | 1               |              | 2            | 2         |           |           | 1     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2.2.6                                 | RAILROAD Design (N/A)                              |      |                         |                 |              |              |           |           |           |       |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2.2.7                                 | QUANTITIES AND COST ESTIMATES                      |      |                         |                 |              |              |           |           |           |       |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Cost Estimates                                     |      |                         | 10              |              | 40           | 40        | 8         |           | 4     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Specifications                                     |      |                         | 8               |              | 8            | 8         |           |           | 40    |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2.2.8                                 | PERMITS  |      |                         |                 |              |              |           |           |           |       |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Encroachment Permits                               |      |                         | 8               |              | 8            | 8         |           |           | 8     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Construction and Maintenance Agreement             |      |                         | 12              |              | 24           | 24        |           | 8         | 2     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | PUC-Order to Construct                             |      |                         | 16              |              | 16           | 16        | 10        | 16        | 2     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2.2.9                                 | COORDINATION                                       |      |                         |                 |              |              |           |           |           |       |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Agency Coordination                                |      |                         | 60              |              |              | 12        |           |           | 8     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Railroad Coordination                              |      |                         | 30              |              |              | 6         |           |           | 8     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2.2.10                                | PUBLIC MEETINGS                                    |      |                         |                 |              |              |           |           |           |       |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Public Meetings / Workshops                        |      |                         | 16              |              | 16           |           |           |           | 8     |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Presentation Exhibits                              |      |                         | 16              |              | 8            |           |           |           |       |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| CAMERA READY (FINAL) PS&E             |  |      |                         |                 |              |              |           |           |           |       |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       | Revisors   |      |                         | 24              |              | 40           | 60        | 100       | 100       | 16    |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                       |  |      |                         | 407             |              | 491          | 671       | 794       | 990       | 241   |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Subtotal                              |  |      |                         |                 |              |              |           |           |           |       |  |  |                |  |  |  |  |       |                |           |             |                 |                          |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**SANBAG**

Palm Avenue Grade Separation



| TASK NO. / WORK ITEM |   | HOURS BY CLASSIFICATION |                 |              |              |           |            |             |       |        |                | SUBCONSULTANTS |             |                 |                          | TOTAL      |
|----------------------|---|-------------------------|-----------------|--------------|--------------|-----------|------------|-------------|-------|--------|----------------|----------------|-------------|-----------------|--------------------------|------------|
| Task No.             | WORK ITEM                                 | Principal               | Project Manager | Task Manager | Sr Proj Engr | Proj Engr | Assoc Engr | Tech / CADD | Admin | TOTAL  | Advantec (Sub) | STB (Sub)      | Coast (Sub) | SoloProbe (Sub) | RR Public Projects (Sub) | TOTAL      |
| 350                  | RIGHT OF WAY                              |                         |                 |              |              |           |            |             |       |        |                |                |             |                 |                          |            |
|                      | ROW Maps/ Legal Description/Title Reports |                         |                 |              |              |           |            |             |       |        |                |                |             |                 |                          |            |
|                      | Define and Right of Way requirements      |                         | 8               |              |              | 20        | 20         | 24          | 4     | 80     |                |                | \$ 31,500   |                 |                          | \$ 31,500  |
|                      | <b>Subtotal</b>                           |                         | 8               |              | 4            | 20        | 20         | 24          | 4     | 80     |                |                | \$ 31,500   |                 |                          | \$ 31,500  |
| 600                  | ADMINISTRATION                            |                         |                 |              |              |           |            |             |       |        |                |                |             |                 |                          |            |
| 620                  | Project Management and Administration     | 16                      | 216             |              |              | 80        |            |             | 120   | 432    |                |                |             |                 |                          |            |
| 630                  | Project Controls                          |                         | 36              |              |              | 18        |            |             | 36    | 90     |                |                |             |                 |                          |            |
| 640                  | Monthly Progress Report                   |                         | 36              |              |              | 18        |            |             | 36    | 90     |                |                |             |                 |                          |            |
| 650                  | Quality Assurance                         |                         | 32              |              |              | 18        |            |             | 24    | 170    |                |                |             |                 |                          |            |
|                      | <b>Subtotal</b>                           | 16                      | 320             |              | 96           | 134       |            |             | 216   | 782    |                |                |             |                 |                          |            |
|                      | <b>TOTALS</b>                             | 16                      | 1,347           | 1,276        | 1,031        | 1,935     | 2,066      | 2,359       | 774   | 10,804 | \$ 42,000      | \$ 16,800      | \$ 41,500   | \$ 20,000       | \$ 11,000                | \$ 131,300 |

| OPTIONAL TASKS: |                            | HOURS BY CLASSIFICATION |                 |              |              |           |            |             |       |       |                | SUBCONSULTANTS |             |                 |                          | TOTAL |
|-----------------|----------------------------|-------------------------|-----------------|--------------|--------------|-----------|------------|-------------|-------|-------|----------------|----------------|-------------|-----------------|--------------------------|-------|
| Task No.        | WORK ITEM                  | Principal               | Project Manager | Task Manager | Sr Proj Engr | Proj Engr | Assoc Engr | Tech / CADD | Admin | TOTAL | Advantec (Sub) | STB (Sub)      | Coast (Sub) | SoloProbe (Sub) | RR Public Projects (Sub) | TOTAL |
|                 | CONSTRUCTION BID / SUPPORT |                         |                 |              |              |           |            |             |       |       |                |                |             |                 |                          |       |
|                 | Request for Information    |                         |                 |              |              |           |            |             |       |       |                |                |             |                 |                          |       |
|                 | Addenda                    |                         |                 |              |              |           |            |             |       |       |                |                |             |                 |                          |       |
|                 | Pre-bid Meetings           |                         |                 |              |              |           |            |             |       |       |                |                |             |                 |                          |       |
|                 | Bid Tabulation             |                         |                 |              |              |           |            |             |       |       |                |                |             |                 |                          |       |
|                 | Pre-construction Meetings  |                         |                 |              |              |           |            |             |       |       |                |                |             |                 |                          |       |
|                 | Job-site Review            |                         |                 |              |              |           |            |             |       |       |                |                |             |                 |                          |       |
|                 | Change Orders              |                         |                 |              |              |           |            |             |       |       |                |                |             |                 |                          |       |
|                 | Shop Drawing Reviews       |                         |                 |              |              |           |            |             |       |       |                |                |             |                 |                          |       |
|                 | As-Constructed Plans       |                         |                 |              |              |           |            |             |       |       |                |                |             |                 |                          |       |
|                 | <b>Subtotal</b>            |                         |                 |              |              |           |            |             |       |       |                |                |             |                 |                          |       |

## *Minute Action*

### AGENDA ITEM: 16

**Date:** November 4, 2009

**Subject:** Escrow Agreement with the City of Rialto for the construction and construction management of the I-10 Riverside Avenue Interchange Improvement Project.

**Recommendation:** \*

1. Rescind the current Escrow Agreement Contract No. C09149 with the City of Rialto for the construction and construction management of the I-10 Riverside Interchange Improvements Project approved by the Board of Directors in March 2009.

2. Approve the attached Escrow Agreement Contract No. C10126 with the City of Rialto for the construction and construction management of the I-10 Riverside Avenue Interchange Improvement Project.

**Background:** This is a replacement escrow agreement. SANBAG is acting as the lead agency for the purposes of construction and construction management of the I-10/Riverside Avenue Interchange Improvement Project in the City of Rialto as stated in the Construction Cooperative Agreement approved by the SANBAG Board of Directors in June of 2008. Being the lead agency, SANBAG will perform all aspects of Advertising, Awarding, and Administering (AAA) the construction and construction management contracts. The construction management contract (C08165) was previously awarded to Berg & Associates by the Board in September 2008 with Notice to Proceed provided on February 12, 2009. The construction contract is currently being advertised and is anticipated to

\*

*Approved  
Board of Directors*

*Date:* November 4, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

be awarded at the December 2009 Board meeting. At the March 4, 2009 Board meeting, an escrow agreement was approved by the Board of Directors.

The escrow agreement will provide the funding mechanism between the City of Rialto, lead agency for the funding, and SANBAG, lead agency for the construction and construction management. The original escrow agreement is a three-party agreement between the City of Rialto, SANBAG, and Union Bank, N.A. After SANBAG had approved the escrow agreement, the City of Rialto fell out of agreement with Union Bank, N.A. Given this, the City solicited another financial institution. Inland Community Bank, N.A. have come to terms with the City and are included as a party in the new escrow agreement.

The escrow agreement will manage funds from a variety of sources include two allocations of Federal IMD funds, Federal DEMO funds from SAFETEA-Lu, State Transportation Improvement Funds (STIP), and State TCIF (bond) funds.

The escrow account was first identified in the three-party cooperative agreement (District Agreement No. 8-1322) between the City of Rialto, the State of California, Department of Transportation, and SANBAG. In that agreement, the City agreed to be responsible for 100% of the project capital and support costs and SANBAG agreed to advertise, award, and administer the project construction contract. As such, the escrow agreement is intended to provide the mechanism for payment of the City's project funds to SANBAG who has contracted with the construction management consultant (C08165) in the total amount of \$3,830,989 and with the construction contractor (C10007) of which the contract amount is currently unknown since bids are opening on November 4, 2009 and contract award is anticipated on December 2, 2009.

***Financial Impact:*** This item is consistent with the FY 2009/2010 budget.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October, 15, 2009. SANBAG Counsel has reviewed and approved the agreement as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction.

SANBAG Contract No. **C10126**  
by and between San Bernardino County Transportation Authority and City of Rialto and Inland  
Community Bank, N.A.  
for I-10 Riverside Avenue Interchange Construction and Construction Management Escrow  
Agreement

| FOR ACCOUNTING PURPOSES ONLY   |   |  |                                |                               |  |   |
|--|---|--|--------------------------------|-------------------------------|--|---|
| <input type="checkbox"/> Payable<br><input checked="" type="checkbox"/> Receivable   | Vendor Contract # _____<br>Vendor ID <u>RIAL CI</u> | Retention:<br><input type="checkbox"/> Yes _____ % <input type="checkbox"/> No   |                                |                               | <input checked="" type="checkbox"/> Original<br><input type="checkbox"/> Amendment |   |
| Notes: This agreement is to provide reimbursement from City to SANBAG for construction (C10007) and construction management (C08165) contracts.  |   |  |                                |                               |  |   |
| Original Contract: \$ _____<br><br>Contingency / Allowance Amount \$ _____   |   | Previous Amendments \$ _____<br>Previous Amendments \$ _____<br>Contingency / Allowance Total:<br>Current Amendment: \$ _____<br>Current Amendment Contingency / Allowance: \$ _____ |                                |                               |  |   |
| Contingency Amount requires specific authorization by Task Manager prior to release.   |   |  |                                |                               |  |   |
| <b>Contract TOTAL ►</b>  |   |  |                                |                               |  | <b>\$ _____</b>   |
| * Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.  |   |  |                                |                               |  |   |
| ▼ Include funding allocation for the original contract or the amendment  |   |  |                                |                               |  |   |
| Main Task/<br>Project  | Level 1   | Level 2  | Cost Code/<br>Object           | Grant ID/<br>Supplement       | Funding Sources/<br>Fund Type<br>(Measure I, STP, CMAQ, etc.)                      | Amounts<br>for Contract Total or<br>Current Amndmnt Amt |
| _____  | _____   | _____  | _____                          | _____                         | _____  | \$ _____  |
| _____  | _____   | _____  | _____                          | _____                         | _____  | \$ _____  |
| _____  | _____   | _____  | _____                          | _____                         | _____  | \$ _____  |
| Original Board Approved Contract Date: <u>3/4/09</u>   |   |  |                                | Contract Start: <u>3/4/09</u> |  | Contract End: <u>3/4/12</u>                             |
| New Amend. Approval (Board) Date: _____  |   |  |                                | Amend. Start: _____           |  | Amend. End: _____                                       |
| Allocate the <b>Total Contract Amount</b> or <b>Current Amendment</b> amount between <b>Approved Budget Authority</b> in the current year and <b>Future Fiscal Year(s) Unbudgeted Obligation</b> .                             |   |  |                                |                               |  |   |
| <b>Approved Budget Authority ►</b>   |   |  | Fiscal Year: _____<br>\$ _____ |                               | <b>Future Fiscal Year(s) –<br/>Unbudgeted Obligation ►</b> \$ _____                |   |
| <input type="checkbox"/> Budget authority for this contract currently exists in Task No. _____ (C-Task may be used here.).<br><input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached. |   |  |                                |                               |  |   |

| 1. CONTRACT MANAGEMENT   |
|--|
| 2. Check all applicable boxes:   |
| 3. <input type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Federal Funds <input type="checkbox"/> State/Local Funds |
| 4. <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Underutilized DBE (UDBE)  |

|                              |                                    |
|------------------------------|------------------------------------|
| 5. Task Manager: Garry Cohoe | 6. Contract Manager: Marie Marston |
|------------------------------|------------------------------------|

|                                       |                         |                                |                        |
|---------------------------------------|-------------------------|--------------------------------|------------------------|
| <br>Task Manager Signature            | Date<br><u>10/26/09</u> | <br>Contract Manager Signature | Date<br><u>10/7/09</u> |
| <br>Chief Financial Officer Signature | Date<br><u>10/26/09</u> |                                |                        |

Finance will not process any payments without budget authority and properly executed contracts.  
C10126

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (hereinafter "Escrow Agreement") is entered into by and between the CITY OF RIALTO, a California municipal corporation (hereinafter "Depositor"), and the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public entity (hereinafter "Recipient") and INLAND COMMUNITY BANK, N.A. ("Escrow Agent"). Depositor, Recipient and Escrow Agent are individually referred to herein as "Party" and collectively as "Parties."

### RECITALS

WHEREAS, the Depositor and Recipient entered into that certain Construction Cooperative Agreement dated \_\_\_\_\_ ("Construction Cooperative Agreement") for the purpose of reconstructing interchange improvements at Interstate 10 and Riverside Avenue in the City of Rialto ("Project"), which is incorporated herein and made a part hereof; and

WHEREAS, pursuant to the terms of the Construction Cooperative Agreement, the Depositor has agreed to fund all Project capital and support costs; and

WHEREAS, the Construction Cooperative Agreement requires the Depositor to deposit with the Escrow Agent, in trust, certain sums ("Escrow Funds"), which represent the full amount of the construction bid plus all contingencies and the construction management consultant fees to construct the Project plus all contingencies; and

WHEREAS, Depositor will borrow a substantial portion of the Escrow Funds from the 2005 Series A Tax Allocation Bond proceeds and the 2008 Series A Tax Allocation Bond proceeds ("Bond" or "Bonds") of the Redevelopment Agency of the City of Rialto ("Agency"), which Bond funds are restricted and, therefore, Depositor requires Recipient to verify that the Escrow Funds will be used for eligible purposes related to this Project only and will be invested in a manner permitted by the indentures of trust for each Bond; and

WHEREAS, the Escrow Agent has agreed to accept, hold, and disburse the Escrow Funds in accordance with the terms of this Escrow Agreement; and

WHEREAS, the Parties have entered into this Escrow Agreement to carry out certain requirements of the Construction Cooperative Agreement relating to the deposit and disbursement of Escrow Funds.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, for themselves, their successors and assigns, hereby agree as follows:

#### 1. TERMS

1.1 Recitals. The Parties agree that the recitals are true and correct.

1.2 Appointment of and Acceptance by Escrow Holder. Depositor and Recipient hereby appoint Escrow Agent to serve as escrow agent for the purpose of this Escrow Agreement. Escrow Agent hereby accepts such appointment and, upon receipt

of the Escrow Funds, agrees to hold and disburse the Escrow Funds in accordance with the terms of this Escrow Agreement.

1.3 Creation of Escrow Account. The Escrow Agent hereby creates and establishes an escrow account separate and apart from any other funds of the Depositor, the Recipient and the Escrow Agent. The Escrow Agent agrees to use the Escrow Funds deposited by City and all earnings thereon solely for the purposes required or permitted by this Escrow Agreement ("Escrow Account").

1.4 Deposit of Escrow Funds. Depositor shall deposit the Escrow Funds into the Escrow Account in increments sufficient to meet Recipients payment obligations. The Escrow Funds shall be increased to include such additional sums authorized by Depositor to pay for change orders approved by Depositor.

1.5 Investment of Escrow Funds. The Escrow Agent shall deposit the Escrow Funds and all other funds received from Depositor into a liquid interest bearing account established by the Escrow Agent (as indicated in Section 1.3 above), paying an interest rate of 1% and an Annual Percentage Yield ("APY") of 1% on collected balances. The interest earned on the Escrow Funds in the Escrow Account shall be credited to the Escrow Account for the benefit of Depositor. Escrow Agent and Depositor may re-negotiate the interest rate on this Agreement at some future date during the term of this Agreement. Escrow Agent acknowledges and agrees that it is only serving as an escrow agent for Depositor and Recipient and that Escrow Agent does not have any interest, including any setoff or other such rights, in the Escrow Funds in this Escrow Account; however, Depositor and Recipient agree that Escrow Agent retains setoff and other such rights and Depositor agrees to establish or designate (in writing) another account held at Inland Community Bank, N.A. by which Escrow Agent may exercise setoff and other such rights as applicable including, but not limited to ongoing fees of Escrow Agent (defined in Section 1.10). Depositor agrees to establish or designate another account held at Inland Community Bank, N.A. and maintain a minimum balance of \$1,000.00 in the account for the purposes of Escrow Agent's right to setoff, other such rights, and to collect all applicable fees of Escrow Agent.

1.6 Request for Disbursement of Escrow Funds. Recipient shall be entitled to receive disbursements from the Escrow Funds only in the manner as set forth herein. In order to receive any disbursement from the Escrow Funds, the Recipient shall submit a written request on the form attached hereto as Exhibit A (the "Disbursement Request"). The Disbursement Request shall contain, at a minimum, the following information: (a) the date of the request, (b) the amount of funds requested, (c) the percentage of the Project completed for the period represented by the amount of the requested disbursement, (d) the total percentage of the Project completed from the commencement of the Project to the period represented by the amount of requested disbursement, (e) the Cal Trans project number - EA422308, (f) the verification of the Recipient that it has prepared or reviewed the Disbursement Request, that the amount so requested is only for work performed on the Project, and that said amount represents the correct amount then due for the percentage of the Project completed for the period represented by amount of the requested disbursement, (g) the amount to be paid to the contractor and the amount to be retained from the contractor and (h) the amount to be withheld from the contractor and retained by the Escrow Agent until authorized to be

released to the contractor. The Recipient also shall attach all invoices from the prime contractor for the construction work completed; from the construction manager and other miscellaneous procurement related to the project. Recipient shall submit each Disbursement Request and attachments to the Escrow Agent and Depositor concurrently. Escrow Agent is authorized to retain all funds instructed to be withheld from contractor in the Escrow Account. The Recipient is responsible for determining the method of disbursement (i.e. check issued, funds transfer by wire, etc.) and indicating such method on the Disbursement Request form (Exhibit A). In the event Depositor is requesting disbursement, as indicated within this Escrow Agreement, Depositor is also responsible for determining the method of disbursement and indicating such method on the Disbursement Request form (Exhibit A).

1.7 Disbursement of Escrow Funds. Escrow Agent is instructed to disburse amounts from the Escrow Account no earlier than the tenth (10) business day after it has received a Disbursement Request prepared and submitted by Recipient in accordance herewith unless Depositor submits a written objection to the Escrow Agent, at the Escrow Agent's address indicated in Section 3.2, as to any such Disbursement Request within said ten (10) day period provided that Depositor may only object on the basis that a Disbursement Request fails to comply with the elements of a Disbursement Request set forth in Paragraph 1.6. In the event Depositor objects to any Disbursement Request, Depositor shall provide a copy of its written objection by personal delivery or via U.S. Mail to Recipient and shall, concurrently therewith, authorize Escrow Agent to release all undisputed amounts to Recipient from the Escrow Account.

1.8 Limitation on Disbursement. Escrow Agent shall not be obligated to make disbursements which exceed the "collected" balance of Escrow Funds held by Escrow Agent in the Escrow Account under this Escrow Agreement. Depositor and Recipient covenant and agree to hand Escrow Agent any funds, instruments or information it may require to enable Escrow Agent to comply with this Escrow Agreement, and further agree that Escrow Agent is authorized to withhold any disbursement pending its receipt of such funds, instruments or information.

1.9 Records; Statements. Escrow Agent shall maintain complete and accurate records with respect to receipt and disbursement of Escrow Funds from the Escrow Account established pursuant to this Escrow Agreement. All such records shall be clearly identifiable. Escrow Agent shall allow an authorized representative of Depositor, Recipient or their respective representatives, upon being properly identified, during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Escrow Agreement. Escrow Agent shall maintain all data, documents and records related to this Escrow Agreement, Escrow Funds and Escrow Account and allow inspection of said materials for a period of seven (7) years from termination of this Escrow Agreement. Depositor and Recipient agree that Escrow Agent may retain all or a portion of the records in connection with this Escrow Agreement and the Escrow Account in an electronic format or by a Third Party Service Provider. Depositor and Recipient further agree that any records retained electronically or by a Third Party Service Provider will not be available for on-site copying by Depositor, Recipient, or their respective representatives. Depositor, Recipient, and their respective representatives agree to make requests to review, examine, audit, make transcripts or copies of records and any other documents created pursuant to this Escrow Agreement at a time and in a manner which affords

Escrow Agent a reasonable opportunity to act upon such request. Depositor and Recipient agree to pay Escrow Agent for any research, copying, or Third Party Service Provider costs associated with making the record(s) available. Escrow Agent shall provide monthly account statements by mail to Depositor and Recipient. Depositor authorizes Escrow Agent to provide a copy of the Escrow Account Statement to Recipient each month and debit the designated account for the fee associated with providing an additional statement copy to the Recipient to a secondary address in accordance with Inland Community Bank, N.A.'s current Schedule of Fees and Charges (Exhibit B).

1.10 Fees of Escrow Agent. The Escrow Agent's fees and costs with respect to the services to be rendered by the Escrow Agent in carrying out the provisions of this Escrow Agreement shall be paid by Depositor. The Escrow Agent shall have no lien whatsoever upon the Escrow Funds or any interest, earnings or income related thereto ("Escrow Assets") in the Escrow Account for the payment of such fees and expenses except as provided in Section 1.12 below. Depositor agrees and authorizes Escrow Agent to debit the designated account held at Inland Community Bank, N.A. to pay all expenses and fees of Escrow Agent for services rendered in connection with this Escrow Agreement. The following fees will be fixed for the duration of this Escrow Agreement: (i) \$500 (one-time setup fee), (ii) \$500 (annual service fee payable in advance), and (iii) disbursement fee of \$35 (if made by check or domestic wire). All other fees will be in accordance with Inland Community Bank N.A.'s current Schedule of Fees and Charges (Exhibit B) and are subject to change including, but not limited to special statement service fees (i.e. statement mailed to multiple addresses), research, copying, legal process, and international wire transfer fees. Depositor acknowledges receipt of Inland Community Bank, N.A.'s current Schedule of Fees and Charges (Exhibit B) and agrees to pay Escrow Agent for applicable services (in accordance with Inland Community Bank, N.A.'s most current Schedule of Fees and Charges) at the time services are rendered.

1.11 Termination of Escrow. This Escrow Agreement and the obligations herein shall terminate upon delivery to the Escrow Agent of joint written instructions from Depositor and Recipient. Upon receipt of said notice, Escrow Agent shall disburse any remaining Escrow Assets to Depositor. If Escrow Agent has not received any written request for an extension, a notice of termination or received any disbursement request specified herein for the distribution of Escrow Funds within three (3) years of the date hereof, this Escrow Agreement shall automatically terminate and Escrow Agent shall transfer the Escrow Assets to Depositor. Except as provided in Section 1.9 above, Escrow Agent shall be discharged from any further duty or responsibility in connection with this Escrow Agreement upon its termination.

1.12 Suspension of Performance; Determination of Rights. Should there arise (i) any dispute between Depositor and Recipient with respect to the holding or disposition of all or any portion of the Escrow Funds; (ii) questions as to the construction of any of the provisions hereof or (iii) questions as to the obligations of Escrow Agent hereunder, the Escrow Agent shall take the following actions:

(a) Suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Escrow Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or

(b) Petition (by means of a suit in interpleader or declaratory relief) any court of competent jurisdiction for instructions with respect to such dispute or uncertainty, and to the

extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent shall have no liability to Depositor, Recipient, or any third party claiming by or under them as a result of Escrow Agent's suspension of performance or decision to petition any court of competent jurisdiction.

1.13 Liability of Escrow Agent. The Parties acknowledge and agree that Escrow Agent shall not, in any manner or theory, be responsible nor liable for:

(a) Document Validity. The sufficiency, evaluation, genuineness or validity of any document or writing deposited with it, nor for forms, terms, contents or execution, nor the identity, authority or rights of the party(s) therein; nor,

(b) Forgery, Acts or Omissions, Mistake of Fact. Any liability or loss occurring by reason of: forgery or false representation; the exercise of Escrow Agent's discretion in any particular manner; any action taken or omitted by it in good faith and believed by it to be authorized within its rights and powers hereunder, or in accordance with advice of its counsel; nor for mistakes of fact or errors of judgment unless caused by its own willful misconduct or gross negligence; nor,

(c) Completion. Liability or responsibility for real property acquisition or the satisfactory completion of the Project, nor the adequacy of Escrow Funds deposited for these purposes; nor,

(d) Third Party Acts. Any liability that arises as a result of any act or omission by Depositor, Recipient, or third party(s); nor,

(e) Taxes. For the determination, notice or payment of any tax assessed to, due from or payable by any party, including without limitation, withholding, income, personal property, corporate, business, sales, real estate, employer or license tax of any kind; nor,

(f) Government Compliance. For the determination of whether the proposed Project satisfies or complies with governmental requirements, or will be constructed in accordance with certificates, permits, building inspections or other governmental consents and approvals; nor,

(g) Toxic Substances. Any inquiry, investigation, determination or remediation of actual or potential existence, if any, of hazardous materials or toxic substances on, in, under or about the Project or adjacent thereto, or which may be contained in construction materials and products; nor,

(h) Excluded Acts. For any act, duty or obligation not expressly required of Escrow Agent by this Escrow Agreement, nor for liability based on any relationship other than that of an escrow agent.

(i) Miscellaneous Income Reporting. For the reporting of any miscellaneous income, including Form 1099MISC reporting, on behalf of or pertaining to any party under this

Escrow Agreement including Depositor, Recipient and/or contractors as a result of disbursements made by the Escrow Agent to the party(ies).

1.14 Resignation of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving thirty (30) days prior written notice to Depositor and Recipient. If at any time hereafter, the Escrow Agent shall resign after giving 30 days prior written notice of resignation to the Depositor and Recipient, be removed, be dissolved, or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department, or board, the position of the Escrow Agent as escrow holder shall thereupon become vacant. Upon receipt of such notice or unilateral termination, Depositor shall appoint a successor escrow agent in writing and deliver to Escrow Agent. Thereupon, Escrow Agent shall deliver the Escrow Assets in its custody to such successor escrow agent and all responsibility of Escrow Agent under this Escrow Agreement shall terminate; provided, however, Escrow Agent's obligations under this Escrow Agreement shall not terminate until delivery of the Escrow Assets to the successor escrow agent. If the Depositor and Recipient fail to appoint a successor escrow agent, the Escrow Agent shall deliver all Escrow Assets in its custody according to written instruction from Depositor or, in the absence of such instruction, to a court of competent jurisdiction.

## 2. ENFORCEMENT OF AGREEMENT

2.1 Governing Law and Venue. This Escrow Agreement shall be governed by the laws of the State of California without regard to conflicts of laws principles. This Escrow Agreement shall be deemed to have been made in the County of San Bernardino, California, regardless of the order of the signatures of the Parties affixed hereto. Any litigation or other legal proceedings that arise under or in connection with this Escrow Agreement shall be conducted in a federal or state court located within or for the County of San Bernardino, California. The Parties consent to the personal jurisdiction and venue in federal or state court located within or for the County of San Bernardino, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

2.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent or approval of any act by another Party requiring the former Party's consent or approval shall not be deemed to waive or render unnecessary the former Party's consent to or approval of any subsequent act of the latter. Any waiver by any Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Escrow Agreement.

2.3 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Escrow Agreement, the rights and remedies of the Parties are cumulative and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by that Party, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

2.4 Legal Action. In addition to any other rights or remedies, any Party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover

damages for any default, to compel specific performance of this Escrow Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Escrow Agreement.

### 3. MISCELLANEOUS

3.1 Construction; References; Captions. Since the Parties or their agents have reviewed this Escrow Agreement, the language of this Escrow Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days unless otherwise specified within this Escrow Agreement. All references to Escrow Agent include its personnel, employees, and agents, except as otherwise specified in this Escrow Agreement. All references to Depositor and Recipient include their elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Escrow Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Escrow Agreement.

3.2 Notice. Any notice, demand, request, consent, approval, communication that any Party desires or is required to give the other Parties or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. A Party may change its address by notifying the other Parties of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

| To Depositor:   | To Recipient:  | To Escrow Agent:                          |
|---|--|---|
| CITY OF RIALTO  | SAN BERNARDINO<br>TRANSPORTATION<br>AUTHORITY                                      | INLAND COMMUNITY<br>BANK, N.A.            |
| 150 S. Palm Avenue<br>Rialto, CA 92376                                      | 1170 W. 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor,<br>San Bernardino, CA 92410 | 255 S. Riverside Ave.<br>Rialto, CA 92376 |
| Attention: Ahmad R. Ansari,<br>P.E., Public Works<br>Director/City Engineer | Attention: Paul Eaton, Board<br>of Directors                                       | Attention: Ron Zurek<br>VP/Manager        |
| Copy to:  | Copy to:   | Copy to:                                  |
| Jimmy L. Gutierrez  |  |   |
| 12616 Central Avenue<br>Chino, CA 91710                                     | 1170 W. 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor,<br>San Bernardino, CA 92410 |   |
| Attention: City Attorney  | Attention: General Counsel   |   |

3.3 Integrated Agreement. This Escrow Agreement contains all of the agreements of the Parties and all previous understanding, negotiations and agreements are integrated into and superseded by this Escrow Agreement.

3.4 Amendment. This Escrow Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by all Parties.

3.5 Counterparts. This Escrow Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Escrow Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Escrow Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.

3.7 Authority. The persons executing this Escrow Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Escrow Agreement on behalf of said Parties and that by so executing this Escrow Agreement the Parties hereto are formally bound to the provisions of this Escrow Agreement.

3.8 Independent Representation by Counsel. The Parties represent and declare that in executing this Escrow Agreement they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently-selected counsel, concerning the nature, extent and duration of their rights and claims hereunder, and that, except as provided herein, they have not been influenced to any extent whatsoever in executing this Escrow Agreement, by any representations, statements or omissions pertaining to any of the matters herein contained by any Party or by any persons representing any Party.

3.9 Binding Effect. This Escrow Agreement shall bind and inure to the benefit of the Parties and their heirs, successors and assigns.

3.10 Depositor and Recipient Representations and Warranties. Depositor and Recipient represent and warrant that: (i) the Escrow Agreement fully complies with applicable law including, but not limited to requirements, as applicable, under the California Government Code and the California Public Contract Code; (ii) the Agreement and placement of Escrow Funds will be used for “eligible purposes” related to the Project; (iii) the proceeds, as placed in the escrow account, will be invested in a manner permitted by the indentures of trust for each Bond, and will satisfy Depositor’s current or future Investment Policy; and (iv) the parties signing the Escrow Agreement on behalf of the Depositor and the Recipient have the full power and authority to enter the Agreement on behalf of and to bind the Depositor and Recipient.

#### 4. INDEMNIFICATION OF ESCROW AGENT

4.1 Indemnification of Escrow Agent. Depositor and Recipient jointly and severally agree to indemnify and hold Escrow Agent harmless with respect to any acts Escrow Agent takes in accordance with the terms and conditions of this Agreement.

Depositor and Recipient jointly and severally agree to indemnify and hold Escrow Agent harmless against any and all liabilities, losses, claims, damages or expenses, including reasonable attorney's fees that Escrow Agent may incur by reason of or based upon its actions under this Agreement other than as a result of the gross negligence or willful misconduct of Escrow Agent.

## 5. RIGHTS, DUTIES AND IMMUNITIES OF ESCROW AGENT

5.1 Rights, Duties and Immunities of Escrow Agent. Acceptance by Escrow Agent of its duties under this Agreement is subject to the following terms and conditions, which all parties to this Agreement hereby agree shall govern and control the rights, duties and immunities of Escrow Agent.

(a) The duties and obligations of Escrow Agent shall be determined solely by the express provisions of this Agreement and no duties, responsibilities, or obligations shall be inferred or implied. Escrow Agent shall not be liable except for the performance of such duties and obligations as are expressly and specifically set out in this Agreement. Escrow Agent shall not be liable for the accuracy of any calculations or the sufficiency of any funds for any purpose.

(b) Escrow Agent shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

(c) Escrow Agent shall not be required to inquire as to the performance or observation of any obligation, term or condition under any other agreements or arrangements between Depositor and Recipient.

(d) Escrow Agent shall not have any responsibility to determine the authenticity or validity of any notice, direction, instruction, instrument, document or other items delivered to it by any party, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such notice, direction, instruction, instrument, document, or other items delivered to it by such party or parties. Escrow Agent is authorized to comply with and rely upon any notice, direction, instruction or other communication believed by it to have been sent or given by Depositor and/or Recipient and shall be fully protected in acting in accordance with such written direction or instructions given to it under, or pursuant to, this Agreement.

(e) Escrow Agent is not a party to, and is not bound by, or required to comply with any agreement or other document out of which this Agreement may arise. Escrow Agent shall be under no liability to any party hereto by reason of any failure on the part of Depositor, Recipient or any maker, guarantor, endorser or other signatory of any document or any other third party to perform, such party's obligations under any such document. Except for amendments to this Agreement referred to herein, and except for notifications or instructions to Escrow Agent under this Agreement, Escrow Agent shall not be obliged to recognize or be chargeable with knowledge of any of the terms or conditions of any agreement between Depositor and Recipient, notwithstanding that references thereto may be made herein and whether or not it has knowledge thereof.

(f) Escrow Agent shall not be bound by any waiver, modification, termination or rescission of this Agreement or any of the terms hereof, unless evidenced in writing and delivered to Escrow Agent signed by the proper party or parties and, if the duties or rights of Escrow Agent are affected, unless it shall give its prior written consent thereto. No person, firm or corporation will be recognized by Escrow Agent as a successor or assignee of Depositor or Recipient until there shall be presented to Escrow Agent evidence satisfactory to it of such succession or assignment. This Agreement shall not be deemed to create a fiduciary relationship among the parties hereto under state or federal law.

(g) If at any time Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Escrow Funds (including but not limited to orders of attachment or any other forms of levies or injunctions or stays relating to the transfer of the Escrow Funds), Escrow Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, Escrow Agent shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

(h) Escrow Agent shall not be liable for any action taken or omitted or for any loss or damage resulting from its actions or its performance of its duties hereunder in the absence of breach of this agreement, gross negligence or willful misconduct on its part. In no event shall Escrow Agent be liable (i) for acting in accordance with or relying upon any instruction, notice, demand, certificate or document from Depositor and/or Recipient, or any entity acting on behalf of either given in compliance with the terms of this Agreement, (ii) for any consequential, punitive or special damages, (iii) for the acts or omissions of its nominees, designees, subagents or subcustodians, or (iv) for an amount in excess of the value of the Escrow Funds, valued as of the date of loss.

(i) In the event of any ambiguity or uncertainty hereunder or in any notice or other communication received by Escrow Agent hereunder, Escrow Agent may, in its sole discretion, refrain from taking any action other than to retain possession of the Escrow Funds, unless Escrow Agent receives written instructions within seven (7) days to negotiate a different approach, signed by Depositor and Recipient which eliminates such ambiguity or uncertainty. If the Depositor and Recipient are unable to do so, then the Escrow Agent may implement its attorney's recommendation.

(j) Escrow Agent may consult with legal counsel of its own choosing, at the expense of the Depositor, as to any matter relating to this Escrow Agreement and the Escrow Agent shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the advice or opinion of such counsel.

(k) In the event of any dispute or conflicting claim with respect to the payment, ownership or right of possession of the Escrow Account or the Escrow Funds, Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions. Escrow Agent is authorized and directed to retain in its possession, without liability to anyone, except for its own breach of this Agreement,

gross negligence or willful misconduct, all or any part of the Escrow Funds until such dispute shall have been settled either by mutual agreement of the parties concerned or by final order, decree or judgment of a court or other tribunal of competent jurisdiction in the United States of America (as notified to the Escrow Agent in writing by the parties to the dispute or their authorized representatives and setting forth the resolution of the dispute). Escrow Agent shall be under no duty whatsoever to institute, defend or partake in such proceedings. The rights of Escrow Agent under this paragraph are in addition to all other rights which it may have by law or otherwise including, without limitation, the right to file an action in interpleader.

(l) Escrow Agent shall not incur liability for not performing any act or not fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, or the unavailability of the Federal Reserve Bank or telex or other wire or communication facility).

(m) Unless otherwise specifically set forth herein, Escrow Agent shall proceed as soon as practicable to collect any checks or other collection items at any time deposited hereunder. All such collections shall be subject to Escrow Agent's usual collection practices and terms regarding items received by Escrow Agent for deposit or collection. Escrow Agent shall not be required, or have any duty to notify anyone of any payment or maturity under the terms of any instrument deposited hereunder, nor to take any legal action to enforce payment of any check, note or security deposited hereunder or to exercise any right or privilege which may be afforded to the holder of any such security.

(n) When Escrow Agent acts on any instruction, communication, (including, but not limited to, communication with respect to the delivery of securities or the wire transfer of funds) sent by telex, facsimile, email or other form of electronic or data transmission, Escrow Agent, absent breach of this Agreement, gross negligence or willful misconduct, shall not be responsible or liable in the event such communication is not an authorized or authentic communication of the party involved or is not in the form the party involved sent or intended to send (whether due to fraud, distortion or otherwise).

(o) Escrow Agent will not opine, verify represent, or be responsible for whether or not:

- i. Escrow Funds will be used for "eligible purposes" related to the Project;
- ii. the proceeds, as placed in the Escrow Account, will be invested in a manner permitted by the indentures of trust for each Bond, or will satisfy depositor's current or future Investment Policy; or
- iii. the validity, completeness or authenticity of any receipts or Recipient's statements provided together with or provided in any Disbursement Request including, but not limited to Recipient's statements regarding the percentage of the Project completed for any period, whether any work has or has not been performed, or whether such work is satisfactory to any Party.
- iv. Depositor and/or Recipient have carried out the requirements of the Construction Cooperative Agreement or any other document referenced in this Escrow Agreement.

## 6. WIRING INSTRUCTIONS

6.1 Wiring Instructions. In order to facilitate funds transfers, the Escrow Agent will require both Depositor and Recipient to separately execute a “Funds Transfer Resolution” (Exhibit C) and “Telefax Agreement” (Exhibit D), and deliver originals to Escrow Agent. Both forms shall be provided by the Escrow Agent. When changes to either document must be made, the Escrow Agent will require the execution of a new Funds Transfer Resolution and/or Telefax Agreement to be completed by the Depositor and/or Recipient, as applicable. In the event funds transfer instructions are given (other than in writing at the time of the execution of this Agreement), whether in writing, by telecopier or otherwise, Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule I attached hereto, and Escrow Agent may rely upon the confirmations of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent. Escrow Agent and the beneficiary’s bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Depositor and Recipient to identify (i) the beneficiary, (ii) the beneficiary’s bank, or (iii) an intermediary bank. Escrow Agent may apply any of escrowed funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary’s bank or an intermediary bank designated. The parties to this Agreement acknowledge that such security procedure is commercially reasonable.

Depositor and Recipient agree that for each funds transfer request, Depositor and/or Recipient, as applicable, must complete Inland Community Bank, N.A.’s Outgoing Wire Transfer form, to be provided by the Escrow Agent, which must be signed by one of the authorized representatives listed on the attached Schedule I. Depositor agrees and authorizes Escrow Agent to debit the designated account, other than the Escrow Account, held at Inland Community Bank for fees of Escrow Agent involving any funds transfer request.

Depositor and Recipient understand that by policy it is Inland Community Bank, N.A.’s practice to act immediately upon instructions received relating to funds transfers made by wire. Depositor and Recipient both agree and authorize Escrow Agent to hold any funds transfer request for the time period specified in Section 1.7 without any liability to Escrow Agent and/or Inland Community Bank, N.A. for not immediately acting upon receipt of the funds transfer instructions.

Outgoing Wire Funds Transfer(s) to Depositor:

Routing/ABA No.:

Bank Name:

Bank Address:

Account No.:

Account Name:

Reference:

Outgoing Wire Funds Transfer(s) to Recipient:

Routing/ABA No.:

Bank Name:

Bank Address:

Account No.:

Account Name:

Reference:

7. AUTHORIZED PERSONS

7.1 Authorized Person. Both Depositor and Recipient hereby identify to Escrow Agent the officers, employees or agents designated on Schedule I attached hereto as Authorized Person with respect to any notice, certificate, instrument, demand, request, direction, instruction, waiver, receipt, consent or other document or communication required or permitted to be furnished to Escrow Agent. Such Schedule I may be amended and updated by written notice to Escrow Agent with a copy to the other party to this Agreement provided that failure to furnish such copy shall not affect the validity of such notice to the Escrow Agent. Escrow Agent shall be entitled to rely on such original or amended Schedule I with respect to any party until a new Schedule I is furnished by such party to Escrow Agent.

**CITY OF RIALTO, a California  
municipal corporation**

By: \_\_\_\_\_  
Grace Vargas, Mayor

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Barbara McGee, City Clerk

ATTEST AS TO LEGAL FORM:

CITY ATTORNEY

By: \_\_\_\_\_  
Jimmy L. Gutierrez

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY,  
a public entity**

By: \_\_\_\_\_  
Paul M. Eaton, President  
SANBAG Board of Directors

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Board Secretary

ATTEST AS TO LEGAL FORM:

By: \_\_\_\_\_  
Jean-Rene Basle, SANBAG Counsel

**INLAND COMMUNITY BANK, N.A., as Escrow Agent**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

## SCHEDULE I

### AUTHORIZED REPRESENTATIVES

#### "DEPOSITOR"

|            |       |               |       |
|------------|-------|---------------|-------|
| Name:      | _____ | Title:        | _____ |
| Signature: | _____ | Phone Number: | _____ |
| Name:      | _____ | Title:        | _____ |
| Signature: | _____ | Phone Number: | _____ |
| Name:      | _____ | Title:        | _____ |
| Signature: | _____ | Phone Number: | _____ |

#### "RECIPIENT"

|            |       |               |       |
|------------|-------|---------------|-------|
| Name:      | _____ | Title:        | _____ |
| Signature: | _____ | Phone Number: | _____ |
| Name:      | _____ | Title:        | _____ |
| Signature: | _____ | Phone Number: | _____ |
| Name:      | _____ | Title:        | _____ |
| Signature: | _____ | Phone Number: | _____ |
| Name:      | _____ | Title:        | _____ |
| Signature: | _____ | Phone Number: | _____ |

EXHIBIT A  
DISTRIBUTION REQUEST

REQUEST FOR PAYMENTS FROM ESCROW AGENT - INLAND COMMUNITY BANK, N.A.

TO: PROJECT:

Inland Community Bank of California, Attn: Ron Zurek, VP / Manager  
255 S. Riverside Avenue, Rialto, CA 92376  
City of Rialto, Attn: Public Works Director, Ahmad Ansari  
150 S. Palm Avenue, Rialto, CA 92376

Modify interchange ramps, reconstruct freeway overcrossing from four lanes to nine lanes on the Interstate 10 at Riverside Avenue in the City of Rialto.  
FEDERAL/LOCAL PROJECT NO.: HPMD05L-5205(015) STATE E.A. NO.: 08-422308L  
CONTRACT FOR: CONSTRUCTION OF I-10 RIVERSIDE AVENUE INTERCHANGE IMPROVEMENTS

FROM: San Bernardino Associated Governments  
1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410

Application is made for Payment, as shown below, in connection with the Contracts.

| SANBAG APPLICATION FOR PAYMENT (Note 1)   |               |           |            |
|---|---------------|-----------|------------|
| CHANGE ORDER SUMMARY                      |               |           |            |
| Change orders approved in previous months |               | ADDITIONS | DEDUCTIONS |
| Total                                     |               | \$0.00    | \$0.00     |
| Approved this Month (Note 1)              |               |           |            |
| Number                                    | Date Approved |           |            |
| 2 (line 1.02 Field Work)                  |               | \$0.00    |            |
| TOTALS                                    |               | \$0.00    | \$0.00     |
| Net change by Change Orders               |               | \$0.00    | \$0.00     |

The undersigned certify that it has prepared or reviewed the Disbursement Request and the amount so requested is only for work performed on the I-10 Riverside Interchange Improvement Project and that said amount represents the correct amount due for the percentage of the Project completed for the period represented by the requested disbursement; that all amounts have been paid by the Escrow Agent for which previous Requests for Payment were submitted, and that current payments shown herein are now due.

Approved for Payment and Submitted by Project Manager:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name, Title

Approved by SANBAG:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name, Title

Notes:

- Detailed invoices from vendors should be attached to the copy of the Request for Payment and sent to the City of Rialto.
- All payment claims are to be sent concurrently to the Inland Community Bank and the City of Rialto.
- All retention payments for construction are to be held by Inland Community Bank, Escrow Account. Retention payment will be released upon written notification authorized by both the City of Rialto and SANBAG.

C10126 - EXHIBIT A

|   |  |
|---|--|
| 1. ORIGINAL CONTRACT SUM.....<br>2. Net change by Change Orders.....<br>3. CONTRACT SUM TO DATE (Line 1+2).....<br>4. TOTAL COMPLETED TO DATE.....<br>5. RETAINAGE:<br>a. 10 % of Construction \$ (Note 3)<br>b. 10 % of All Other Construction \$ (Note 3)<br>Total Retainage<br>6. TOTAL EARNED LESS RETAINAGE.....<br>(Line 4 less Line 5 Total)<br>7. LESS PREVIOUS PAYMENTS<br>8. CURRENT PAYMENT DUE.....<br>9. BALANCE TO FINISH<br>(Line 3 less Line 4)<br>10. BALANCE TO FINISH, PLUS RETAINAGE.....<br>(Line 9 plus Line 5a plus Line 5b) | Distribution to:<br><input type="checkbox"/> SANBAG<br><input type="checkbox"/> CITY<br><input type="checkbox"/> INLAND COMMUNITY BA |
|---|--|

|        |
|--------|
| \$0.00 |
| \$0.00 |
| \$0.00 |
| \$0.00 |

|        |
|--------|
| \$0.00 |
| \$0.00 |
| \$0.00 |
| \$0.00 |
| \$0.00 |

DATE OF REQUEST:

Request for Pymt #  
Payment Request Date

APPLICATION NO: 1  
DATE OF REQUEST:

09/19/2008

Inland Community Bank of California, Attn: Ray Moddy Interchange ramps, reconstruct freeway overcrossing from four lanes to nine lanes on the Inter Period FROM - TO:  
255 S. Riverside Avenue, Rialto, CA 92376  
City of Rialto, Attn: Public Works Director, Ann FERRERA LOCAL PROJECT NO.: HPIM0061  
Contract for: CONSTRUCTION OF I-10  
Rialto, CA 92376  
Vendor (s)

| #      | Work Description                   | Original Budget | Approved Budget | Approved Budget Changes | Revised Budget | Completed Prior Requests | Total COMPLETED This Request | Total COMPLETED to Date | % Complete | Total Contract Balance | Retention Factor % | Cumulative Retention \$ | Total Earned Less Retention | Prior Amounts Paid | Amount Due This Billing | Balance to Final, Plus Retainage |
|--------|------------------------------------|-----------------|-----------------|-------------------------|----------------|--------------------------|------------------------------|-------------------------|------------|------------------------|--------------------|-------------------------|-----------------------------|--------------------|-------------------------|----------------------------------|
| 1.01   | Task 1                             |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 1.02   | Task 2                             |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 2.01   | Task 1                             |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 2.02   | Task 2                             |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 2.03   | Task 3                             |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 2.04   | Task 4                             |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 2.05   | Task 5                             |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 2.06   | Task 6                             |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 2.07   | Task 7                             |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 2.08   | Task 8                             |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 2.09   | Task 9                             |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 2.10   | Task 10                            |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 2.11   | Task 11                            |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 2.12   | Task 12                            |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 2.13   | Task 13                            |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 2.14   | change order no. 02-continued w/   |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 3.00   | Task 1                             |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 4.01   | pre-construction phase (40%)       |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 4.02   | construction phase services        |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 4.03   | final retention-construction phase |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 4.04   | Task 4                             |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 5.00   | General Conditions                 |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| 6.00   | Contingency                        |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |
| Totals |                                    |                 |                 |                         |                |                          |                              |                         |            |                        |                    |                         |                             |                    |                         |                                  |

1. Detailed invoices from vendors should be attached to the copy of the Request for Payment and sent to the City of Rialto.
2. All payment claims are to be sent concurrently to the Inland Community Bank and the City of Rialto.
3. All retention payments for construction are to be held by Inland Community Bank, Escrow Account. Retention payment will be released upon written notification authorized by both the City of Rialto and SANBAG.

Name, Title \_\_\_\_\_

Date \_\_\_\_\_

Approved for Payment by SANBAG:

Name, Title \_\_\_\_\_

Date \_\_\_\_\_

## DATE OF REQUEST:

PERIOD FROM - TO:

INLAND COMMUNITY BANK

[illegible]

1. Detailed invoices from vendors should be attached to the copy of the Request for Payment and sent to the City of Riatto.
2. All payment claims are to be send concurrently to the Inland Community Bank and the City of Riatto.
3. All retention payments for construction are to be held by Inland Community Bank, Escrow Account. Retention payment will be released upon written notification authorized by both the City of Riatto and SANBAG.

## EXHIBIT B



INLAND COMMUNITY BANK, N.A.

## SCHEDULE OF FEES AND CHARGES

## OTHER FEES AND CHARGES THAT MAY APPLY TO YOUR ACCOUNT INCLUDE THE FOLLOWING:

|  |               |  |            |
|--|---------------|--|------------|
| Account Reconciliation (per hour)                                | \$ 50         | Research (per hour)                                    | \$ 50      |
| Cash Advances (of advanced amount)                               | \$ 6 + 1%     | Retirement Account Services                            |            |
| Cashier's Checks   |               | IRA / IRAP custodial fee (initial set up and annual)   | \$ 25      |
| Customer   | \$ 8          | IRA / IRAP distribution fee (each)                     | \$ 15      |
| Non-Customer   | \$ 10         | IRA / IRAP outgoing transfer (each)                    | \$ 15      |
| Check Copy (per copy)  |               | DCP custodial fee (initial set up and annual)          | \$ 35      |
| Check paid less than 2 years prior                               | \$ 2          | Returned Items (deposited, cashed, loan payments)      |            |
| Check paid more than 2 years prior                               | \$ 5          | Returned item (each)                                   | \$ 8       |
| Collections  |               | Returned item Telephone or Fax Notification (each)     | \$ 3       |
| Domestic (incoming or outgoing)                                  | \$ 22         | Safe Deposit Box (annual)                              |            |
| Foreign (incoming or outgoing)                                   | \$ 22 + Cost  | 3X5  | \$ 30      |
| Counter Checks (each)  | \$ 1          | 3X10   | \$ 50      |
| Deposit Corrections  | \$ 3          | 5X10   | \$ 75      |
| Early Account Closure (closed before 90 <sup>th</sup> day)       | \$ 10         | 10X10  | \$ 120     |
| Escheat Notice   | \$ 2          | Key deposit & lost key replacement                     | \$ 10      |
| Fax  |               | Forced box   | Actual Fee |
| First page   | \$ 3          | Late payment   | \$ 10      |
| Each subsequent page   | \$ 1          | Signature / Endorsement Guarantee                      | \$ 5       |
| Foreign Currency Deposited or Ordered                            | \$ 25 + Cost  | Statements   |            |
| Levy (Order to Withhold, Writ of Execution, etc.)                | \$ 100        | Multiple addresses - monthly / quarterly (per address) | \$ 5       |
| Legal Process (Subpoena, Summons, etc.)                          | \$ 250 + Cost | Off cycle - monthly / quarterly (each)                 | \$ 5       |
| Miscellaneous Bank Document Copies (each)                        |               | With imaged checks (front only)                        | No Fee     |
| Less than 2 years prior  | \$ 2          | With imaged checks (front and back)                    | \$ 2       |
| More than 2 years prior  | \$ 5          | Reconciliation (per hour)                              | \$ 50      |
| Night Depository Services  |               | Special or account history (each)                      | \$ 5       |
| Annual service   | \$ 25         | Stop Payment   |            |
| Bag purchase - Small   | \$ 25         | Customer check / ACH (each)                            | \$ 22      |
| Bag purchase - Large   | \$ 30         | Cashier's check (permitted for lost or stolen only)    | \$ 22      |
| Non-Customer Check Cashing - ICB checks only (each)              | \$ 5          | Telephone Transfer                                     | \$ 7       |
| Non-Sufficient Funds / Uncollected Funds - paid or returned      | \$ 30         | Treasury Tax & Loan Payments (TT&L)                    | \$ 5       |
| ICB Analyzed Business Checking Account Owners - Please note:     |               | VISA / Debit Card Replacement                          | \$ 5       |
| NSF / UCC Fees will be automatically charged to your account     |               | Verification of Deposit / Balance Verification         |            |
| upon occurrence (Account Analysis Earnings Credit will no longer |               | Non-ICB initiated                                      | \$ 5       |
| be applied to reduce or eliminate these fees)                    |               | ICB loan   | No Fee     |
| Overdraft Interest Charge  | 18.50%        | Wire Transfers   |            |
| Applies to overdrafts created by check, withdrawal,              |               | Incoming   | \$ 25      |
| ATM withdrawal or other electronic means, or returned items      |               | Outgoing   | \$ 30      |
| Photocopies (per page)   | \$ 0.50       | International  | \$ 45      |
| Rejecting Items Due to Unreadable MICR Encoding (each)           | \$ 5          | Telex  | \$ 5       |
| Reference Letter   | \$ 10         |  |            |

FDIC

Effective August 24, 2009 Rev E

## EXHIBIT C

### FUNDS TRANSFER RESOLUTION (Corporation)

WHEREAS, it is in the best interest of \_\_\_\_\_ (the "Corporation") to arrange for the transfer of deposited funds of the Corporation other than by check or draft; and

WHEREAS, Inland Community Bank ("Bank") provides wire transfer and comparable funds transfer services.

RESOLVED, that the Bank is hereby requested to honor, execute and process this Corporation's telephonic, telegraphic, written or oral requests for the transfer of funds from the account(s) of this Corporation at the Bank to other account(s) of the Corporation at any bank or to third parties; upon and subject to such terms and conditions as may from time to time be agreed upon between this Corporation and the Bank.

FURTHER RESOLVED, that any \_\_\_\_\_ of the following named officers

\_\_\_\_\_ the \_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_ the \_\_\_\_\_  
(Name) (Title)

of this Corporation be and they are hereby authorized, directed and empowered for and on behalf of and in the name of this Corporation:

1. To execute agreements with the Bank providing for such funds transfers;
2. To determine from time to time who on behalf of the Corporation shall be authorized to direct the Bank to transfer the funds of the Corporation;
3. To make, execute and deliver such other agreements as may be required by Bank; and
4. To perform or cause to be performed all further acts and execute and deliver all further instruments which Bank may deem necessary to carry out the purposes of these resolutions.

RESOLVED FURTHER, that this Corporation hereby ratifies and confirms the acts of its officers, agents or employees in heretofore requesting transfers of funds from this Corporation's account(s) with the Bank by wire or comparable funds transfer together with any acts performed in relation thereto.

RESOLVED FURTHER, that the Secretary of this Corporation is hereby authorized and directed to execute, acknowledge and deliver from time to time certified copies of these resolutions to the Bank and any other person or agency which may require copies of these resolutions and that the certification of the Secretary as to the signatures of the above named officers will be binding on this Corporation.

RESOLVED FURTHER, that the Bank is authorized to act upon these resolutions until written notice of the revocation thereof by a resolution duly adopted by the Board of Directors of this Corporation is delivered to the Bank, such revocation in no way to affect the obligations of this Corporation to the Bank incurred pursuant to the terms of these resolutions prior to receipt by the Bank of such notice of revocations.

I, \_\_\_\_\_, Secretary of the Corporation identified above, a Corporation duly organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the resolutions set forth above are a full, true and correct copy of certain resolutions of the Board of Directors of the Corporation, duly and regularly passed and adopted at a meeting of the Board of Directors of the Corporation which was duly and regularly called and held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at which meeting a quorum of the Board of Directors of the Corporation was at all times present and acting.

I further certify that \_\_\_\_\_, who in the Funds Transfer Signature Card has designated such persons to direct funds transfers for the Corporation, is the \_\_\_\_\_ of the Corporation authorized in the resolutions set forth above to make that designation.

I further certify that these resolutions are still in force and effect and have not been amended or revoked and that the specimen signatures appearing on the signature card are the signatures of the persons now authorized to direct transfers of funds for this Corporation by virtue of said resolutions.

IN WITNESS WHEREFORE, I have hereunto set my hand as such Secretary and affixed the Corporate Seal of said Corporation this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Secretary

EXHIBIT D

**INLAND COMMUNITY BANK, N. A.**

**TELEFAX INSTRUCTIONS**

\_\_\_\_\_, during the normal course of business, requests Inland Community Bank, N.A. to accept Telefax (Fax) copy of instructions as an original document.

Furthermore, \_\_\_\_\_, will indemnify, hold harmless, defend and save the Bank from any and all claims, demands, expenses or liabilities (including attorney's fees and costs) of any nature using a Telefax copy for instructions.

Number of signatures required \_\_\_\_\_

\_\_\_\_\_  
Printed Name/Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Authorized Signature

\_\_\_\_\_  
Date

**Inland Community Bank, N.A.**

**Accepted by:**

\_\_\_\_\_  
Printed Name & Title/Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title/Authorized Signature

\_\_\_\_\_  
Date

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 17

**Date:** November 4, 2009

**Subject:** Hunts Lane Railroad Grade Separation – Set Date for Hearing to Consider Resolutions of Necessity

- Recommendation:\***
1. Acting as the County Transportation Commission Set date and time of Wednesday, December 1, 2009, 9:30 AM for Hearing to consider Resolutions of Necessity for properties required for the Hunts Lane Grade Separation project in the City of San Bernardino and City of Colton; and
  2. Direct the Clerk of the Board to mail notice of hearing to property owners listed in attachment "A".

**Background:** SANBAG has made steady progress towards the start of construction on the Hunts Lane Grade Separation. One of the remaining critical path items is right of way acquisition. The SANBAG Board has approved appraisals and authorized offers for properties required for the grade separation project. While SANBAG's Right of Way Agent, the County Real Estate Services Department, continues to negotiate with property owners of the subject parcels, it is unlikely that all parcels will be acquired through a negotiated sale. The alternative to a negotiated sale is acquiring the property through eminent domain which requires a prescribed process. The first step in the process is setting a hearing date and time for the consideration of Resolutions of Necessity for the parcels not acquired through negotiated sale.

**Financial Impact:** This item imposes no financial impact.

\*

*Approved*  
*Board of Directors*

*Date: November 4, 2009*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed:* \_\_\_\_\_

Board Agenda Item  
November 4, 2009  
Page 2

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 15, 2009. This item has been reviewed by SANBAG Legal Counsel.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

**Attachment A  
Hunts Lane Condemnation Parcels**

| <b>APN OWNER</b>  |
|---|
| <b>0141-471-64<br/>West Colony Community Asso.</b>  |
| <b>0141-471-08<br/>Tobin Brinker and Valorie Brinker</b>  |
| <b>0141-471-10<br/>Aurora Loan Services</b>   |
| <b>0141-321-15<br/>Regal Storage, LLC</b>   |
| <b>0164-321-49<br/>Extra Space</b>  |
| <b>0164-321-82, 83<br/>Decatur Center Enterprises, LLC<br/>SPL Express, Inc.<br/>Mike Kazi<br/>Career Colleges of America<br/>Gomes Holdings, LLC</b> |
| <b>0164-392-62<br/>David Patterson and Angela Patterson</b>   |
| <b>0164-311-42<br/>Galen Eugene Rogers, Trustee<br/>Robert Bernard Kahn, Trustee<br/>CRC Health Group</b>   |
| <b>0164-271-04, 05<br/>Atef Hanna and Soheir Hanna<br/>Ehab Atalla<br/>Royal Truck Stop and Travel Center</b>   |
| <b>0164-311-06, 46<br/>ConAgra Inc.</b>   |

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

AGENDA ITEM: 18

**Date:** November 4, 2009

**Subject:** California High Speed Rail Project

**Recommendation:**\* Receive information regarding the California High Speed Rail Project.

**Background:** The development of a high speed rail system, operating at speeds of up to 200 mph and greater, in the State of California has been ongoing for more than thirteen years. The system ultimately would connect the San Francisco Bay area and Sacramento with Los Angeles, through the Central Valley, and ultimately San Diego, through the Inland Empire. The California High Speed Rail Authority (CHSRA) was established to plan, design, and construct the high speed rail system.

The status of the high speed rail project development varies by segment. Work is much further along for the San Francisco to San Jose, Los Angeles to Anaheim, and Merced to Fresno segments. The original Los Angeles to San Diego alignment via the Inland Empire that was included in the Programmatic Environmental Document assumed the use of the Union Pacific's Los Angeles Main to Pomona and then the Alhambra Main from Pomona to Colton where the alignment would turn south into Riverside County. Last year the Union Pacific made it clear that they would oppose any use of their railroad right-of-way for high speed passenger rail service. In response, the CHSRA initiated a new planning effort to identify an alignment, or a series of alignments for the Los Angeles to San Diego segment, and has established an Inland Counties Group (ICG) comprised of the Southern California Association of

\*

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*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

Governments, Los Angeles County METRO, San Bernardino Associated Governments, Riverside County Transportation Commission, San Diego Association of Governments, San Diego County Regional Airport Authority, and county-level working groups to assist in that effort.

The CHSRA has issued a Notice of Preparation for a project Environmental Impact Report/Statement for the Los Angeles to San Diego via the Inland Empire segment. Part of that planning effort includes scoping meetings in each county that include one scheduled for November 2<sup>nd</sup> at the Ontario Airport and one scheduled for November 3<sup>rd</sup> at the Norman Feldheim Library in San Bernardino. Both meetings will begin at 3:00 p.m. and run until 7:00 p.m. Alternative alignments under consideration include, after service at the Los Angeles/Ontario International Airport; 1) diverting the line south following the I-15 corridor to Murrieta with a stop south of Corona or 2) diverting north onto the Metrolink San Gabriel Subdivision, owned by SANBAG, to San Bernardino and then south through the City of Riverside following I-215 to Murrieta. From Murrieta either alignment would continue to San Diego via I-15.

One of the greatest hurdles facing the CHSRA has been establishing a financial plan for the project. This was partially dealt with when the voters passed Proposition 1A in November 2008. Proposition 1A, the high speed rail bond, will provide \$9 billion to advance the project with another \$1 billion provided for connections with other transportation systems. In addition, the American Recovery and Reinvestment Act (ARRA) contained a provision of \$8 billion for high speed passenger rail projects. On October 2, a press conference was held at the Los Angeles Union Passenger Terminal to announce the State of California's application for \$4.7 billion in ARRA funding for the project. The State's application includes:

- \$2.18 billion for the Los Angeles to Anaheim segment, including high speed train facilities at Los Angeles Union Station, Norwalk Station, and the Anaheim Regional Transportation Intermodal Center (ARTIC); right-of-way acquisitions, grade separations, utility relocation, environment mitigation, earthwork, guideway structures, tunneling, and track work. Total jobs created: 53,700.
- \$980 million for the San Francisco to San Jose segment, including stations improvements, grade separations, electrification, and safety state-of-the-art "positive train control" in an upgraded, shared alignment with Caltrain. Total jobs created: 34,200.

- \$466 million for the Merced to Fresno segment, including right-of-way acquisition, grade separations, utility relocation, environmental mitigation, earthwork, guideway structures, and track. Total jobs created: 10,500.
- \$819.5 million for the Fresno to Bakersfield segment, including right-of-way acquisition, grade separations, utility relocation, environmental mitigation, earthwork, guideway structures, track relocation, and new track. Total jobs created: 16,500.
- \$276.5 million for preliminary engineering and environmental work in all system segments including the Los Angeles to San Diego via the Inland Empire, Los Angeles to Bakersfield, Sacramento to Merced, and the Altamont Rail Corridor. Total jobs created: 12,000.

The Federal Railroad Administration (FRA) acknowledged the receipt of 45 applications from 24 states totaling approximately \$50 billion to advance high speed rail corridor programs. The FRA Administrator announced that grant awards would occur this winter. California's application should be well received because of the amount of advance work that has been completed and the fact that the State plans to provide a dollar-for-dollar match using the Proposition 1A funds.

Additional funding will likely continue to be made available through the FRA. President Obama's budget for Fiscal Year 2010 requested another \$5 billion for the development of high speed passenger rail service. To date the House and Senate have approved an appropriation level of \$1.2 billion and \$4 billion respectively. The final amount to be included in the Fiscal Year 2010 appropriation bill will be determined through the conference process.

**Financial Impact:** This item is consistent with the 2009/2010 adopted budget. Staff time is funded under Task 30910000 - General Transit.

**Reviewed By:** This item was unanimously received by the Major Projects Committee on October 15, 2009 and the Mountain/Desert Committee on October 16, 2009

**Responsible Staff:** Mitch Alderman, Director of Transit and Rail Programs



**Governments**

**SANBAG**

**Working Together**

## California High Speed Rail Update

**SoCal ICG**

**Mitch Alderman, PE**

**Director of Transit & Rail Programs**

**October 15, 2009**

LOG

## Inland Corridor Group

CHSRA – California High Speed Rail Authority

SANBAG – San Bernardino Associated Governments

RCTC – Riverside County Transportation Commission

LACMTA – Los Angeles County Metropolitan Transportation Authority (Metrolink)

SANDAG – San Diego Association of Governments

SCAG – Southern California Association of Governments

# HST Project Environmental Process

2012

Final  
EIR/EIS  
(NOD/ROD)

PUBLIC  
COMMENT

Draft  
EIR/EIS

- Project Definition
- Preliminary Engineering Design
- Environmental Studies

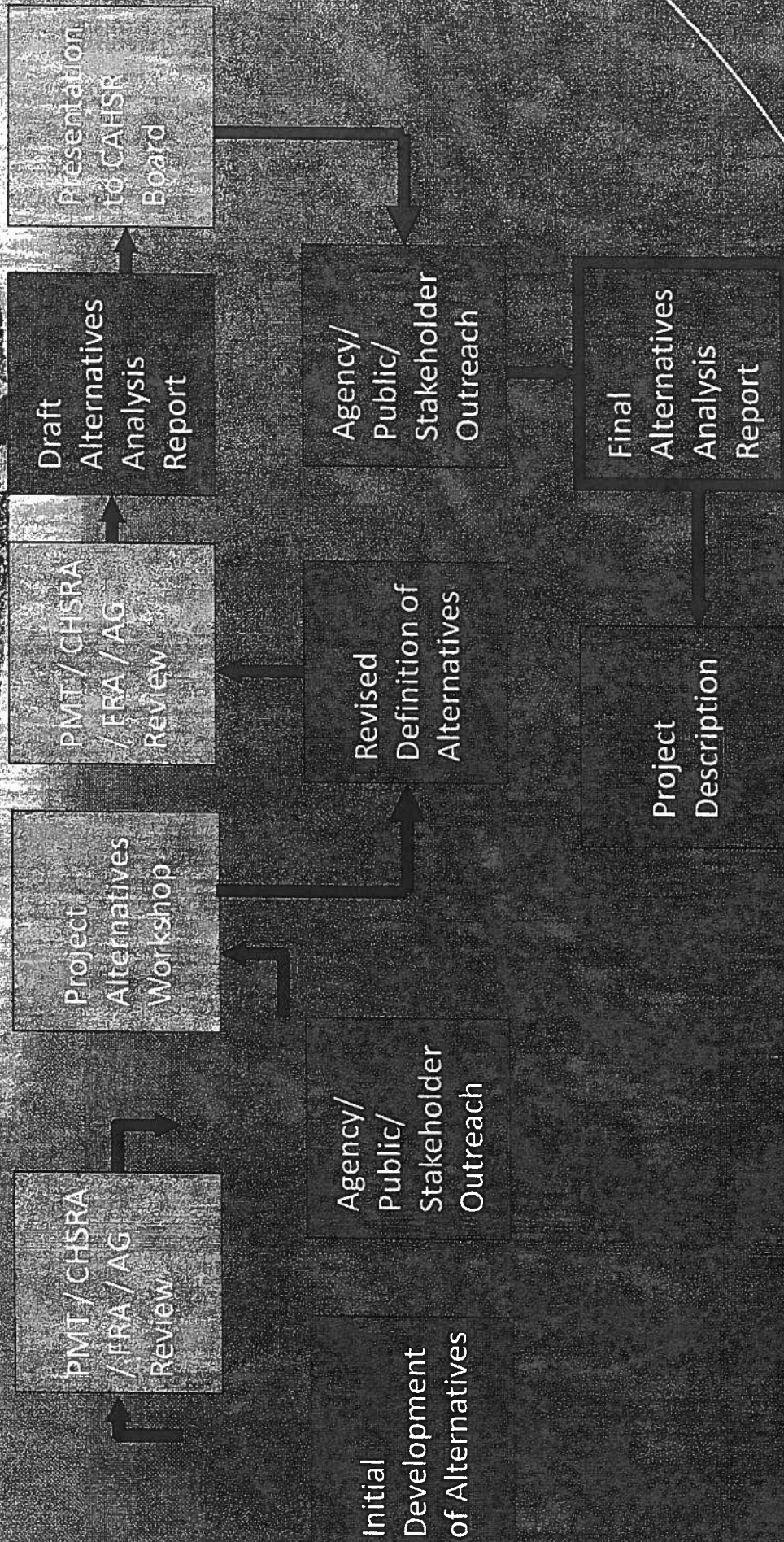
Alternatives  
Analysis  
Process

Public  
Scoping  
Meetings

2009

Ongoing Community & Agency Meetings, Outreach, Communications

# Alternatives Analysis Process



# AA Evaluation Measures

Travel Time

Operations

Community Disruption / Impacts

Capital and Operating Costs

Constituability

Intermodal Connections

Developmental Potential

Property Impacts

Right-of-Way Constraints

Environmental Constraints / Impacts

# Alignment and Station Performance Objectives and Criteria

- Maximize ridership/revenue potential
- Maximize connectivity and accessibility
- Minimize operating and capital costs

# Evaluation Measures

- **Land Use**
  - Development potential for Transit Oriented Development (TOD) within walking distance of station
  - Consistency with other planning efforts and adopted plans
- **Construction**
  - Constructability
  - Access for construction within existing transportation ROW
  - Disruption to existing railroads
  - Disruption to and relocation of utilities
- **Minimize Community Disruption**
  - Displacement
  - Properties with access issues
  - Local traffic issues at stations
  - Local transit access at grade separation

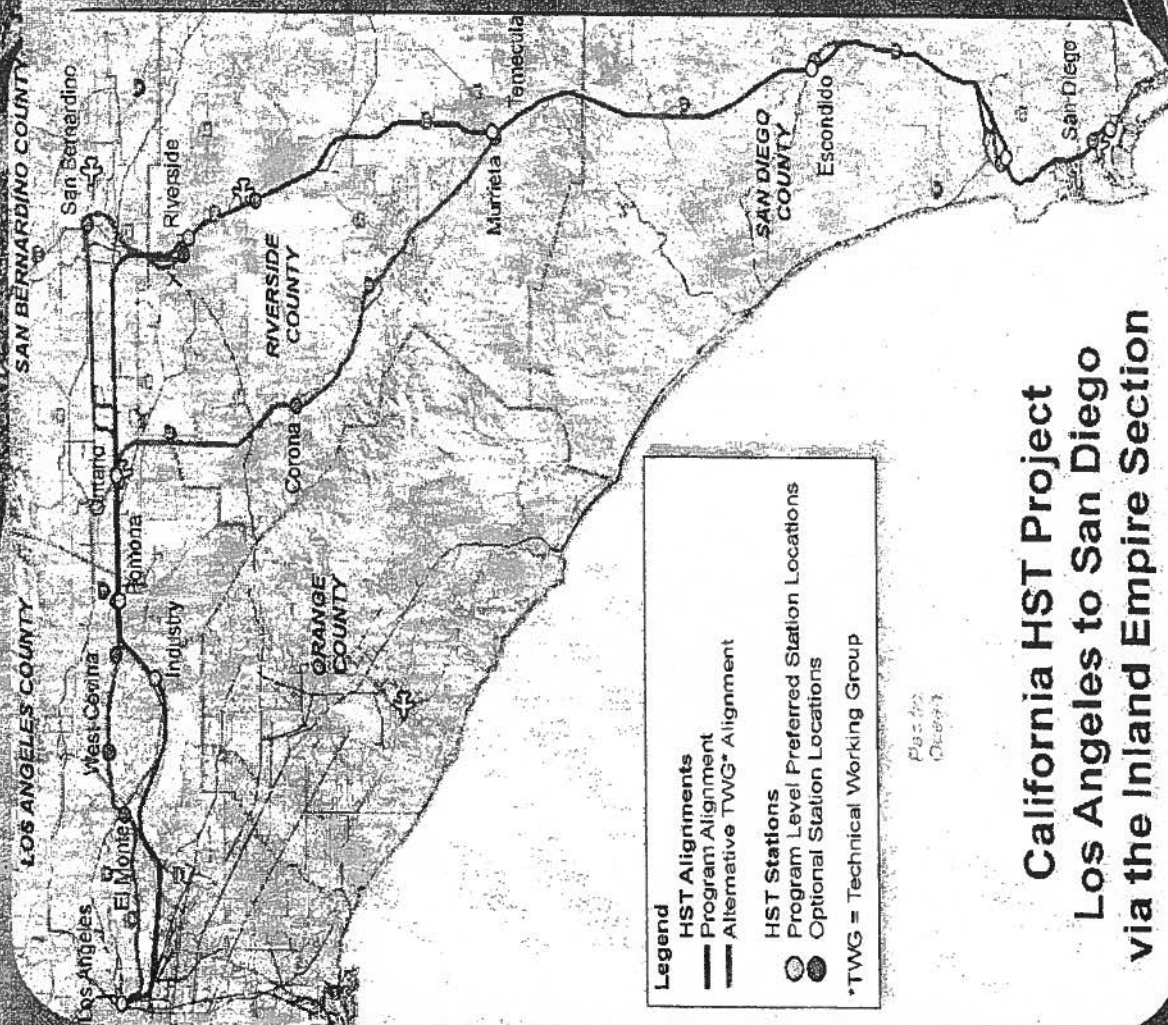
# Evaluation Measures (Cont'd)

- **Environmental Resources**
  - Waterways, wetlands, and nature preserves or biologically sensitive habitat areas effected
  - Cultural resources
  - Parklands
  - Agricultural lands
- **Built Environment**
  - Noise/vibration effects on sensitive receivers
  - Change in visual/scenic resources
  - Avoidance of areas with geologic and soils constraints
  - Avoidance of areas with potential hazardous materials

## Alternatives to be Rejected from Further Consideration

- Does not meet purpose and need and project objectives in providing a sustainable reduction in travel time between major urban centers.
- Has environmental or engineering issues that would make approvals infeasible.
- Not feasible or practical to construct.
- Does not reduce or avoid adverse environmental impacts.

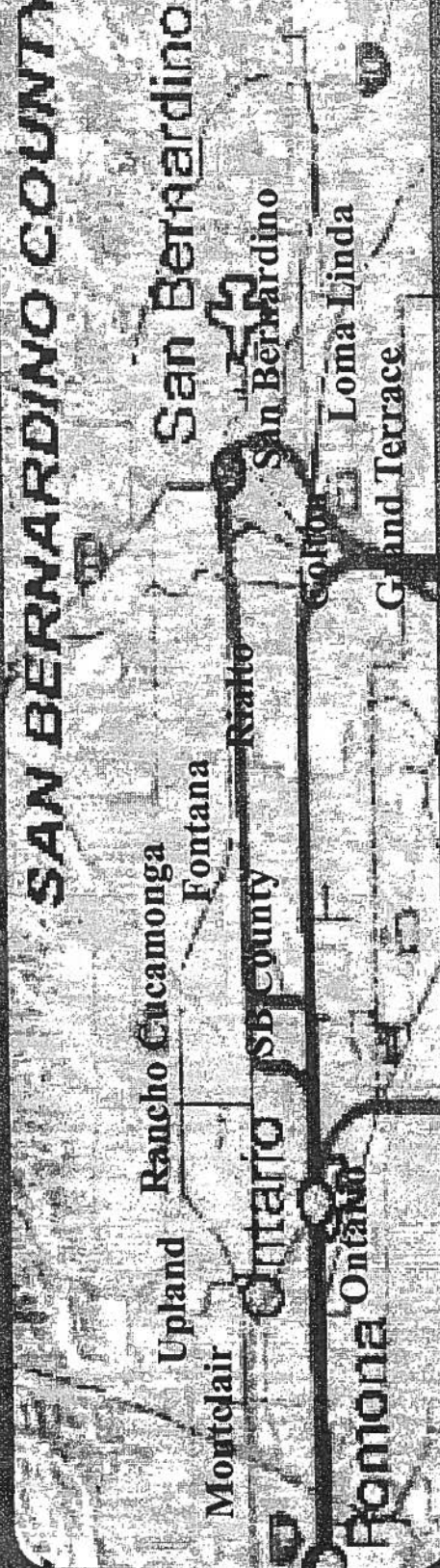
# Alignment LA to SD



## California HST Project Los Angeles to San Diego via the Inland Empire Section

# Alignment SB County

## SAN BERNARDINO COUNTY



# Alignment — SB County

## Scoping Meetings

Monday, November 2, 3 PM to 7 PM

Ontario Airport Administrative Conference Rooms

1923 E. Avion Street

Ontario, CA

Tuesday, November 3, 3 PM to 7 PM

Norman Feltheym Central Library, Kellogg Room

555 West 6<sup>th</sup> Street

San Bernardino, CA

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM: 19

**Date:** November 4, 2009

**Subject:** Victor Valley Long Distance Commuter Needs Assessment Study

**Recommendation:\*** Receive and file a brief report regarding an update on the Victor Valley Long Distance Commuter Needs Assessment Study and the launching of website [www.victorvalleycommute.com](http://www.victorvalleycommute.com)

**Background:** In February 2009 SANBAG began a comprehensive assessment of long range commuter transit needs for the residents living in the Victor Valley area. The assessment is designed to develop strategies for meeting the existing needs. To date, three technical memorandum have been completed and we are now at the stage of collecting further information from the general public.

On Tuesday, October 6<sup>th</sup>, SANBAG launched a website, [www.victorvalleycommute.com](http://www.victorvalleycommute.com), where the public can get information about the study, provide comments and thoughts, evaluate the proposed programs, and complete an on-line survey. This website will be available until November 6, 2009.

The study is scheduled to be completed by December 2009, at which time a formal presentation on the study's findings will be presented to the Mountain/Desert Committee.

**Financial Impact:** This study is consistent with the 2008/2009 and 2009/2010 adopted budgets. Staff time is funded under Task 31710000 – Victor Valley Transit

**Reviewed By:** This item was unanimously received by the Mountain/Desert Committee on October 16, 2009.

**Responsible Staff:** Mitch Alderman, Director of Transit and Rail

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*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

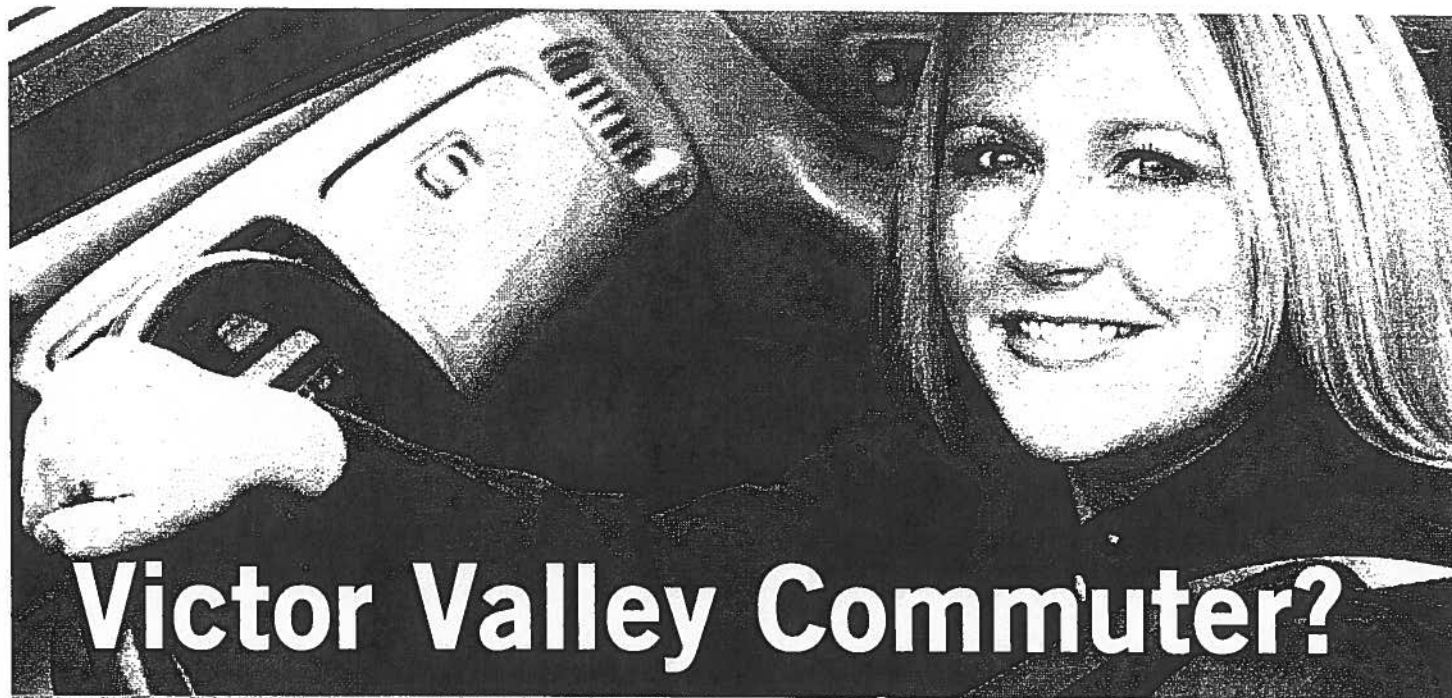
*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_



# Victor Valley Commuter?

The San Bernardino County Associated Governments (SANBAG) is exploring commute improvement ideas for Victor Valley residents who go to work 'down the hill' in San Bernardino, Riverside, Los Angeles, Orange, or San Diego Counties.

About one-half of all workers in the Victor Valley area go to work at employment sites that are at least 40 miles away—with many people traveling more than 100 miles each way to work in downtown Los Angeles, Orange County, or San Diego County. Many people making this commute drive their cars through congestion in the I-15 corridor and Cajon Pass. For commuters this often means spending a big portion of your day commuting and away from your family and home, affecting your quality of life and the strength of Victor Valley communities.

If you are commuting outside the Victor Valley, traveling long distances for work, and wish there were other options for your daily commute, **we want to hear from you!**



## We need your input!

The information you provide will help us determine which strategies are best for future commute options for Victor Valley residents. The project team has created a website where you can get information about the study, provide your comment and thoughts, and evaluate our programs by completing an online survey. Please visit [www.VictorValleyCommuter.com](http://www.VictorValleyCommuter.com).

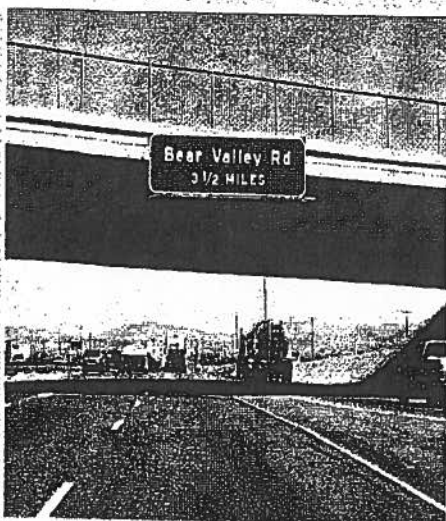
This website also contains a chat room where you can share your thoughts with the project team and others interested in the project.



[www.VictorValleyCommuter.com](http://www.VictorValleyCommuter.com)

**Governments**  
**SANBAG**  
Working Together

# About the Victor Valley Long Distance Commute Needs Assessment Project



This project is being sponsored by San Bernardino Associated Governments (SANBAG) and has been guided by a steering committee consisting of the four member cities in the Victor Valley (Victorville, Adelanto, Hesperia and Apple Valley), as well as representatives from the Victor Valley Transit Authority (VVTa) and San Bernardino County. The team has put together a list of potential programs to improve your commute. These programs are based on current commute conditions and locations of employment. It is important that these ideas be evaluated by the people most affected so good alternatives are considered for the Victor Valley community.

## Alternative Commute Options in the Victor Valley

Three approaches have been selected for analysis. Each emphasizes a different approach toward satisfying the long-distance commute needs of Victor Valley residents. They are intended to be progressive, where the county could move from the first to second, and then on to the third, as resources and demand allow. With some modification, each package could also be implemented separately.

- **Strategy 1** continues and expands current transportation initiatives. It includes support for carpooling, vanpool matching, Transportation Demand Management activities, and expansion of park-and-ride capacity.
- **Strategy 2** would include each of the strategies identified above and supplements these with three regional express bus routes linking the Victor Valley with San Bernardino, Riverside, Redlands, and the Montclair Metrolink Station. If implemented independently from Strategy 1, additional park-and-ride capacity would need to be added.

- **Strategy 3** would provide more frequent service on the routes identified within Strategy 2, and add several new destinations. It also expands the amount of park-and-ride capacity within the system.
- Each alternative is described more fully on the project website [www.VictorValleyCommute.com](http://www.VictorValleyCommute.com). These are intended to be conceptual alternatives that provide general descriptions of approaches that would address the transportation needs of Victor Valley residents. Each would need further refinement.

If you have further questions or would like more information about our study, please contact a project representative: [tpayne@nelsonnygaard.com](mailto:tpayne@nelsonnygaard.com) or [plutey@nelsonnygaard.com](mailto:plutey@nelsonnygaard.com).

# News from SANBAG



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San Bernardino Associated Governments ■ 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor ■ San Bernardino, CA 92410-1715  
■ [www.sanbag.ca.gov](http://www.sanbag.ca.gov) ■ Contact: Jane Dreher, Public Information Officer ■ (909) 884-8276

**October 6, 2009– For immediate release**

## **SANBAG Launches Victor Valley Commute Website**

San Bernardino Associated Governments (SANBAG) is exploring commute improvement ideas for Victor Valley residents who work 'down the hill' in San Bernardino, Riverside, Los Angeles, Orange, or San Diego Counties.

Details on alternatives under consideration and background about the project are available on the project website: [www.VictorValleyCommute.com](http://www.VictorValleyCommute.com).

The website also includes an on-line survey and a chat room where people can share thoughts with the project team and others interested in the project.

About one-half of all workers in the Victor Valley area work at employment sites that are at least 40 miles away – with many people traveling more than 100 miles each way. Many people who make this commute drive their cars through congestion on the I-15 corridor and Cajon Pass. For commuters, this often means spending a big portion of their day away from family and home, affecting quality of life and the strength of Victor Valley communities.

The project has been guided by a steering committee consisting of SANBAG, the four member cities in the Victor Valley (Victorville, Adelanto, Hesperia and the Town of Apple Valley), as well as representatives from the Victor Valley Transit Authority (V VTA) and San Bernardino County.

Three alternative approaches to meet the daily needs of long distance commuters have been selected for further analysis. Each alternative, or strategy, emphasizes a different approach toward satisfying the long-distance commute needs of Victor Valley residents. The strategies are intended to be progressive, where the county could move from the first to second, and then on to the third, as resources become available and demand is appropriate to the service. The strategies range from strengthening current efforts at supporting ridesharing activities to implementation of express bus services to selected locations.

For more information about the strategies under consideration and background on the project, please visit [www.VictorValleyCommute.com](http://www.VictorValleyCommute.com).

-END-